

**AGENDA FOR A REGULAR MEETING OF THE  
PUBLIC SAFETY COMMITTEE OF THE COMMON COUNCIL OF THE CITY OF HUDSON  
COUNCIL CHAMBERS OF CITY HALL, 505 THIRD STREET  
5:00 p.m. January 9, 2020**

1. Roll Call.
2. Minutes of The Regular Meeting, November 7, 2019.
3. Parking.
  - a. Discussion and Possible Action on Request for No Parking on Heritage Boulevard.
  - b. Discussion and Possible Action on Request for a 15 Minute Parking Space at 407 2<sup>nd</sup> Street, Sub House.
  - c. Discussion and Possible Action on Request for No Parking in the Alley behind Post Mark Grille.
4. Discussion and Possible Action to Provide Mutual Aid to Milwaukee Police Department for the Democratic National Convention.
5. Discussion and Possible Action on Higher Visibility Speed Limit Signage on Baer Drive near Boulder Point.
6. Discussion and Possible Action on Vine Street Pedestrian Safety Study.
7. Discussion and Possible Action on Pedestrian Crossing Flag Policy and Stop/Yield Sign Policy.
8. Informational Items.
  - a. Safe Routes to School Update.
9. EMS/Fire Department/Police Department Updates.
10. Other Items for Future Agendas.
11. Adjournment.

CC: Mayor O'Connor; Aaron Reeves  
Aldersperson Alms; Alderson Hall; Aldersperson Morrisette  
Chief Willems: Chief St. Martin; Public Works; City Clerk; Jon Muller  
Chamber of Commerce; Cable TV; Star Observer; Hudson Patch; Lobbies

Posted in City Hall lobbies and the Public Safety Building, delivered to Star Observer and Committee members: 01/07/20

Notice is hereby given that a majority of the City Council may be present at the meeting of the Public Safety Committee to gather information about a subject over which they have decision-making responsibility.

This constitutes a meeting of the City Council pursuant to **State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553, 494 N. W. 2d 408 (1993)**, and must be noticed as such, although the Council will not take any formal action at this meeting.

CITY OF HUDSON  
PUBLIC SAFETY COMMITTEE  
November 7, 2019

PRESENT: Alderpersons Alms and Hall.

EXCUSED: Alderperson Morrisette

ALSO PRESENT: Chief Geoff Willems, Chief Scott St. Martin, Mike Mroz, Dean Chamberlain, Mariann & Jim Webber, and Melanie Herberg.

A copy of the agenda was posted in City Hall lobbies, delivered to the Hudson Star-Observer, and mailed to committee members on November 6, 2019.

Alderperson Alms called the meeting to order at 5:00 p.m. in the Council Chambers of City Hall.

MINUTES OF THE OCTOBER 10, 2019 REGULAR MEETING: MOTION by Hall, SECOND by Alms to accept the minutes of the October 10, 2019 regular meeting. MOTION CARRIED.

DISCUSSION AND POSSIBLE ACTION ON REQUEST FOR NO PARKING ON HERITAGE BOULEVARD: Willems stated he'd received an email from Marcella Philo, a resident at 80 Heritage Boulevard, who requested No Parking on one side of Heritage Boulevard. Ms Philo was not present and no other residents have voiced concerns.

MOTION by Hall, SECOND by Alms to postpone the issue to the next meeting to hear input from residents. MOTION CARRIED.

DISCUSSION AND POSSIBLE ACTION TO CONDUCT EMPOWERED WOMEN HALF MARATHON/5K ON SATURDAY, SEPTEMBER 20, 2020 BEGINNING AND ENDING AT WEITKAMP PARK: Willems stated this is an annual event and there haven't been any issues in the past.

MOTION by Hall, SECOND by Alms to recommend approval contingent upon using the same route, hiring an officer for traffic control and using their field marshals. MOTION CARRIED.

DISCUSSION AND POSSIBLE ACTION TO CONDUCT HOT AIR AFFAIR FEBRUARY 7-9, 2020: Willems stated that this is the same event as in many years past with the addition of a fat tire race.

MOTION by Hall, SECOND by Alms to recommend approval of the 2020 Hot Air Affair. MOTION CARRIED.

DISCUSSION AND POSSIBLE ACTION ON TRAFFIC AND PEDESTRIAN SAFETY AROUND THE HIGH SCHOOL: Hall stated she's spoken with school officials and Erick Anderson whose Safe Route to School Walk/Bike Observations are attached. Hall stated that there are grants available for funding. City Engineer, Dean Chamberlin, noted similar

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November 7, 2019

observations. He recommended that city staff get together and start to formulate a plan for both short- and long-term solutions.

Mariann Webber stated that the Bicycle Advisory Board could also be of assistance.

Jim Webber stated that an immediate concern is speeding. Willems stated he'd sent a letter to the bus company reiterating that drivers drive with due regard and to slow down. Hall stated that streets adjacent to the schools should be signed with reduced speed limit signs.

MOTION by Hall, SECOND by Alms to install 15MPH speed limit signs on streets adjacent to the high school. MOTION CARRIED.

Willems noted that the letter to residents reaches more than just those adjacent to the high school.

MOTION by Hall, SECOND by Alms to have Willems and Mroz revise the letter to residents notifying them of changes and to mail. MOTION CARRIED.

MOTION by Hall, SECOND by Alms to keep the issue on the agenda for updates from staff. MOTION CARRIED.

DISCUSSION AND POSSIBLE ACTION ON PEDESTRIAN CROSSING SAFETY ON CARMICHAEL ROAD NEAR THE MIDDLE SCHOOL: Mroz noted that the crosswalk from the walking path doesn't connect to anything on the east side. Willems noted the lack of adequate lighting. He also inquired how far the Carmichael Road reconstruction went. Chamberlain and Mraz stated it will go as far as the south crosswalk.

MOTION by Hall, SECOND by Alms for staff to work with the school. MOTION CARRIED.

DISCUSSION AND POSSIBLE ACTION ON CROSSING FLAG POLICY AND STOP/YIELD SIGN POLICY: Willems stated that he was tasked with finding policies/guidelines and centralizing them and questioned whether they should be adopted as policy or just used as guidelines. Chamberlain felt it would be helpful to have them adopted as policy, but wanted to look into it further.

MOTION by Hall, SECOND by Alms to have staff look at the two policies and make a recommendation. MOTION CARRIED.

INFORMATIONAL ITEMS: None.

EMS/FIRE DEPARTMENT/POLICE DEPARTMENT UPDATES:

St. Martin stated the building construction is progressing nicely.

The Emergency Management policy revisions should be done next month.

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Willems stated that the new parking system is live and are in the education phase with the community. Applications are in for two part-time parking enforcement officers. The library lot will be free for library and police patrons.

OTHER ITEMS FOR FUTURE AGENDAS: None.

ADJOURNMENT: MOTION by Hall, SECOND by Alms to adjourn. MOTION CARRIED.

Meeting adjourned at 6:08 p.m.

Minutes by Melanie Herberg.

**CITY OF HUDSON  
COUNCIL/COMMITTEE ISSUES**

**Item #**                3

**Submitted to:** Public Safety Committee

**Date:**                11/4/2019

**Submitted by:** Chief Geoff Willems

**Regarding:**        parking on Heritage Blvd

**ISSUE:**            I received an email request from Marcella Philo, a resident of 80 Heritage Blvd requestng the public safety committee to look at parking on Heritage Blvd. Mrs. Philo's request would be to limit parking on one side of the street in that area. I have attached a map of the area.

- **Legal aspects:**
- **Budget Impact:**
- **Past History:**
- **Other Pertinent Data:**

**STAFF RECOMMENDATION:**

**COMMITTEE RECOMMENDATION:**



Geoff Willems &lt;gwillems@hudsonwi.gov&gt;

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**Re: Parking sign on Heritage Blvd**

2 messages

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**Deb Andrews** <dandrews@hudsonwi.gov>  
To: Marcella Philo <marcellaphilo@gmail.com>  
Cc: Geoff Willems <gwillems@hudsonwi.gov>

Fri, Nov 1, 2019 at 4:11 PM

Good Afternoon,

Thank you for the information - I am including Chief Willems on this email who will be in touch with you to discuss your safety concerns and whether this item would be referred to the Public Safety Committee for discussion.  
If you can also provide a phone number that you can be reached if he would like to speak to you further about this matter.

Thank you and have a nice weekend.

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**Deb Andrews**  
**Public Works & Parks, Executive Assistant**  
**City of Hudson**  
505 Third Street  
Hudson, WI 54016  
Direct Dial (715) 381-4599  
**dandrews@hudsonwi.gov**

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On Fri, Nov 1, 2019 at 3:17 PM Marcella Philo <marcellaphilo@gmail.com> wrote:

Dear Sir/Madam,

I'm writing to request you put "No parking this side of street" signs on Heritage Blvd. all the way to Hanley. There's a lot of traffic now due to new houses & little kids in most of them.

It's impossible to drive through the street with vehicles parked on both sides.

Last winter I couldn't get through without waiting for oncoming traffic or even see oncoming traffic.

It's an accident waiting to happen!

Thanks so much!

Marcella

P. S.

The average age of drivers where I live is 70!!

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**Marcella Philo** <marcellaphilo@gmail.com>  
To: Deb Andrews <dandrews@hudsonwi.gov>  
Cc: Geoff Willems <gwillems@hudsonwi.gov>

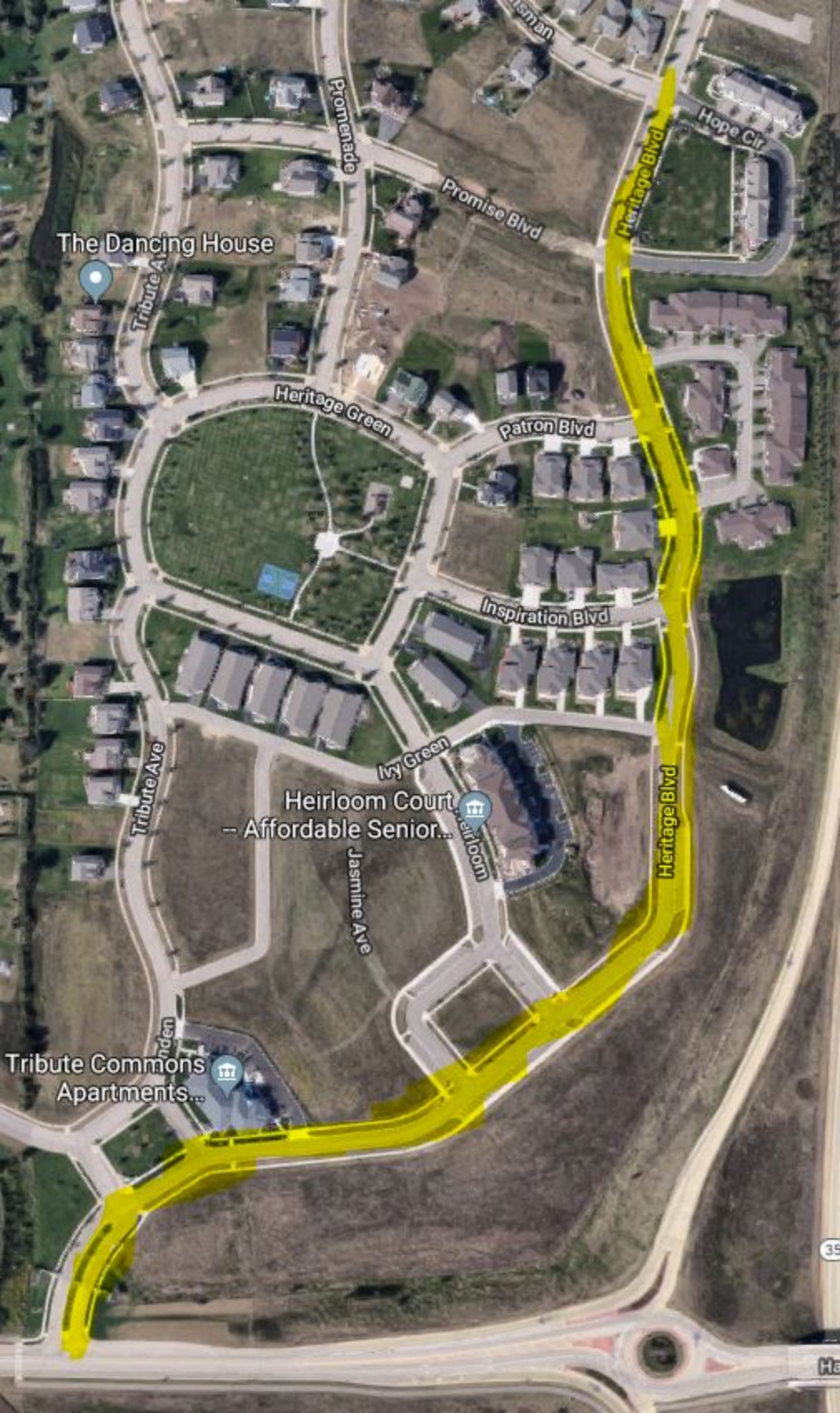
Fri, Nov 1, 2019 at 4:13 PM

Thank you for your quick response!  
My cell phone is 715-220-8441.

Marcella

[Quoted text hidden]

*80 HERITAGE BLVD.*



The Dancing House

Tribute Ave

Promenade

Promise Blvd

Heritage Blvd

Hope Cir

Heritage Green

Patron Blvd

Inspiration Blvd

Ivy Green

Heirloom Court  
- Affordable Senior...

Jasmine Ave

Tribute Ave

Heritage Blvd

Tribute Commons  
Apartments...

35

Ha



**SUBMITTED TO:** Public Safety Committee

**DATE:** December 16, 2019

**SUBMITTED BY:** Chief Geoff Willems

**REGARDING:** Approval of a 15 minute parking spot in front of 407 2<sup>nd</sup> Street, Sub House

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**BACKGROUND:** I as well as the public works director Mike Mroz, were contacted by the owner of the Sub House regarding the possibility of adding a 15 minute parking spot in front of their business. The request came do to many of the patrons who order food from this establishment carry out and do not eat at the location. With the new parking system in place, it does not seem reasonable to force someone to pay for an hour of parking for a very quick in and out stop at the Sub House. Additionally, there are no 15 minute parking spots in the 400 block of 2<sup>nd</sup> Street, while other businesses in the 300 block, 500 block, 600 block, and 700 block of 2<sup>nd</sup> Street have been granted short duration spots near their businesses.

This topic has been heard at the public works committee and was approved.

**STAFF RECOMMENDATION:** Approve the request





**SUBMITTED TO:** Public Safety Committee

**DATE:** December 17, 2019

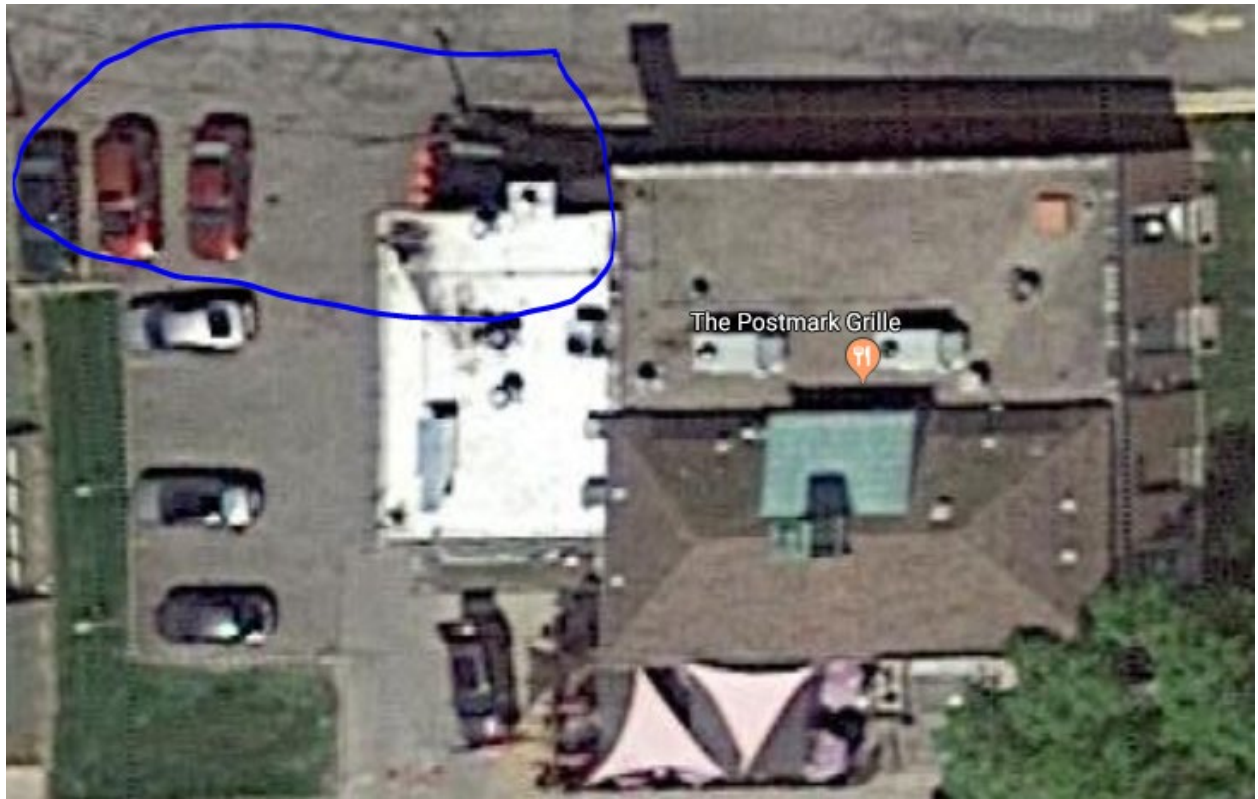
**SUBMITTED BY:** Chief Geoff Willems

**REGARDING:** No Parking in the Alley behind Post Mark Grille

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**BACKGROUND:** Jennifer Belisle of the Post Mark Grille contacted me regarding parking in the Alley behind the Post Mark Grille. The dumpster for the business is located back in the alley and people parking in that area make it difficult for the garbage trucks to retrieve the dumpster. Jennifer is asking for a no parking from 6 AM- 10AM sign to be placed in the alley to prevent this issue. I have attached a map image of the location.

**STAFF RECOMMENDATION:** Approve the request





**SUBMITTED TO:** Public Safety Committee

**DATE:** December 18, 2019

**SUBMITTED BY:** Chief Geoff Willems

**REGARDING:** Mutual Aid request from Milwaukee Police Department

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**BACKGROUND:** The City of Milwaukee will be hosting the Democratic National Convention during the 2020 presidential race. The Milwaukee Police department, in preparation for security for the event, has asked essentially every law enforcement agency in the State of Wisconsin for assistance to ensure a safe and successful convention. The City of Milwaukee has applied for a grant to assist with reimbursement of assisting agencies, but it is possible they do not get awarded the grant. Therefore, it is possible that if the Hudson Police Department is authorized to send officers and equipment to assist, it very likely could be on the City dime. If the grant is awarded, meals, lodging, and pay for detailed assignment could be reimbursed.

Similar to when the Vice President visited Hudson in 2018, we requested assistance from several WI law enforcement agencies and were met with astounding support. We did not reimburse these agencies for their help. Public safety is what we are responsible for not only in the city of Hudson, but Statewide as well.

If approved, the Hudson Police Department would send up to four (4) officers with crowd control equipment and two (2) squad cars for the event.

The proposed intergovernmental agreement is attached for review.

**STAFF RECOMMENDATION:** Approve the request

Intergovernmental Agreement for Law Enforcement Services for the 2020  
Democratic National Convention in Milwaukee, Wisconsin

Hudson Police Department

**This Intergovernmental Agreement** for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as \_\_\_\_\_, 20\_\_\_\_, (the “Effective Date”) by and between the City of Milwaukee, Wisconsin (“City”) and the Hudson Police Department (the “Agency”) for the provision of law enforcement services to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention delegates, dignitaries, media and the general public.

**1. Definitions.**

“Agreement” means this Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, and all of its exhibits, attachments, and schedules.

“Agency” is defined in the introductory paragraph of this Agreement.

“Agency Commanding Officer” means the member of Agency Personnel designated by Agency to receive assignments from the City MPD Commanding Officer, to coordinate Agency Personnel in such a manner as to carry out those assignments, and to receive and respond to such administrative requests as City MPD deem necessary to fulfill the requirements of the Security Plan and fulfill the requirements of the federal security grant under which Agency will serve as a subrecipient. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

“Agency Personnel” means all of the employees of Agency that Agency agrees to supply to City for the purposes of fulfilling Agency’s obligations under this Agreement. “Agency Personnel” includes, but is not limited to, Agency’s LEOs.

“Agency Emergency Event” means a court order preventing Agency from fulfilling its obligations under this Agreement or a public emergency in Agency’s jurisdiction of such magnitude that even after incurring reasonable overtime expenses, Agency cannot adequately provide for the safety of the public without the services of some or all of the Agency Personnel.

“City” is defined in the introductory paragraph of this Agreement. “City” includes City MPD.

“City MPD” means the City of Milwaukee Police Department, a department of the City.

“City MPD Commanding Officer” means any of the following City MPD chain of command: Chief of Police Alfonso Morales, Asst. Chief Michael Brunson, or their designees. The City may amend this list of individuals at any time by providing notice to the Agency In Writing.

“City MPD Policies” means City MPD’s Code of Conduct and standard operating procedures, along with those state and local laws regulating police services in the State of Wisconsin and the City of Milwaukee, as may be amended from time to time. City MPD’s Code of Conduct and standard operating procedures are available online at <https://city.milwaukee.gov/Directories/police/About-MPD/Code-of-Conduct.htm#.XMhwordKiUk>.

“Convention” means the 2020 Democratic National Convention scheduled to take place from July 13 to 16, 2020, for which the City has been selected as the host city.

“Convention Facilities” means any venue, hotel, office, event space, public space or any other location, indoors or outdoors, within the Metropolitan Area that is designated in the Security Plan as a location where Convention events are occurring, Convention attendees are staying or where Convention-related security services are required during the Convention Security Period pursuant to the Security Plan.

“Convention Security Period” means the time period set forth in the Security Plan during which Agency’s law enforcement services are required to supplement the City’s law enforcement services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately July 10, 2020 through July 20, 2020.

“DNC” means the DNC Services Corp., a District of Columbia nonprofit corporation, or an entity affiliated with DNC Services Corp.

“Effective Date” is defined in the introductory paragraph of this Agreement.

“Host Committee” means The Good Land Committee, Inc., a Wisconsin non-stock, nonprofit corporation.

“In Writing” means a written document signed by the City MPD Commanding Officer(s) utilizing forms attached hereto as Exhibit D. PDF signatures are acceptable. E-mail authorizations are “In Writing” only if the email originates from the official City email account (@milwaukee.gov) of one of the individuals specified in this paragraph. Text messages, Facebook messages, and similar social media messaging messages are not “In Writing” and should not be used for official purposes.

“LEO” means a law enforcement officer employed by the Agency who is licensed or certified as a law enforcement officer according to the state and local laws of the Agency.

“Metropolitan Area” means the City of Milwaukee metropolitan area, which encompasses those surrounding municipalities containing Convention Facilities and events and as may be further defined in the Security Plan. “Metropolitan Area” may include locations outside of what is traditionally thought of as metropolitan Milwaukee.

“Party” means either the City or Agency, individually.

“Parties” means the City and Agency, collectively.

“Security Plan” means the security plan developed by the City in cooperation with the USDHS and its subsidiary agencies and divisions, including, but not limited to, the USSS, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNC and the Host Committee for the provision of police, fire, security, bomb disposal and emergency and rescue services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area.

“USDHS” means the United States Department of Homeland Security.

“USSS” means the United States Secret Service.

## **2. Authority.**

2.1. Statutory Authority. Wisconsin Statutes § 66.0313 provides that any Wisconsin law enforcement agency may assist a requesting Wisconsin law enforcement agency with their law enforcement efforts within the requesting agency's jurisdiction. Such mutual assistance may include, but is not limited to, the use of specialized equipment, facilities and trained personnel. Wisconsin Statutes § 66.0303 allows a Wisconsin law enforcement agency to enter into a mutual aid agreement with a law enforcement agency of another state subject to certain statutory limitations, including the approval of the Attorney General of the State of Wisconsin. If Agency is located in a state other than Wisconsin, Agency Personnel may not act with any arrest or other police authority in Wisconsin, pursuant to Wis. Stat. 175.46.

2.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party’s governing body or code, to enter into this Agreement and to validly and legally bind the Party to all terms herein.

## **3. Background.**

3.1. The City has been designated as the host city of the Convention by the DNC, to be held July 13 to 16, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3.2. The Convention has been classified by the federal government as a National Special Security Event, for which the USSS is the authorized lead agency for the design and implementation of the Security Plan.

3.3. The City, through its City MPD, is responsible for coordinating local law enforcement efforts in compliance with the Security Plan. In this role, the City seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

3.4. The City seeks to procure the assistance of additional law enforcement personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency provides law enforcement services to The city of Hudson, Wisconsin under the police powers and law enforcement authority granted under applicable state law.

3.6. At the request of the City, Agency will provide the services of the Agency Personnel identified in Exhibit A of this Agreement to assist the City in meeting the requirements of the Security Plan for the duration of the Convention Security Period. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MPD Commanding Officer.

#### **4. Organizational Structure.**

4.1. Unified Law Enforcement Command. At all times during any joint training session prior to the Convention, and at all times during the Convention Security Period, Agency Personnel shall be subject to the structure of supervision, command and control coordinated by the City MPD through a unified law enforcement command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. City MPD is the Lead Local Law Enforcement Agency. City MPD is the lead local law enforcement agency for purposes of Convention security and law enforcement. City MPD Commanding Officer, or his/her designee, will communicate the specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MPD as necessary, or upon request of Agency.

4.3. City MPD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MPD Policies. City MPD will identify the

relevant City MPD Policies within the training materials City MPD will provide to Agency on or before April 1, 2020. Agency shall disseminate those City MPD Policies to Agency Personnel, and shall train Agency Personnel on those City MPD Policies before the Convention Security Period. In the event of a conflict between relevant Agency policies and City MPD Policies, Agency will instruct its Agency Personnel to follow City MPD Policies with respect to the services provided by Agency hereunder.

## **5. Agency Responsibilities.**

5.1. Agency Personnel to Participate in Training. Upon reasonable advance written notification from City MPD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MPD, and in conformance with the deadlines specified by City MPD. City MPD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MPD will need to accommodate the schedules of many different agencies.

5.2. Services Limited. Services provided by Agency Personnel shall be limited to assignments in which Agency Personnel are already experienced or trained and for which they are licensed or certified to do in accordance with state and local laws of Agency. Assignment of duties to Agency Personnel shall be determined solely by City MPD and may comprise all aspects of law enforcement including, but not limited to traffic control, security detail and crowd control.

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by City MPD Commanding Officer in accordance with Section 4.2. Should Agency object to any specific assignment, Agency shall make such objection known immediately after receipt of the assignment to the City MPD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of City MPD Commanding Officer and the requirements of the Security Plan shall control. Any refusal to accept an assignment may result in Agency not being reimbursed for personnel costs under Section 7 of this Agreement.

5.4. Agency Personnel "On Duty." If required by the assignments provided to Agency by the City MPD Commanding Officer, Agency Personnel shall be placed in an "on duty" status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MPD presently expects to provide a tactical operating and briefing manual to Agency Personnel as they arrive in the City, which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.



5.5. Agency Personnel to Participate in After Action Activities. At the request of the City (including but not limited to City MPD, the City Comptroller, and the City Attorney), Agency shall reasonably provide information, participate in debriefings, complete surveys, respond to information requests required for insurance or audit purposes, and reasonably aid the City in the prosecution or defense of any civil or criminal proceedings related to Agency's performance under this Agreement or any matter in which Agency Personnel is identified by City MPD as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in criminal and/or civil proceedings as reasonably requested by City.

5.6. [Intentionally left blank.]

5.7. Agency Personnel Names to be Sent to City MPD. Agency will provide to City MPD a list of all Agency Personnel that Agency intends to provide under this Agreement at least two months before the first scheduled training session, presently scheduled for April 1, 2020. The list shall be provided in the following format attached as Exhibit A. An electronic version of this spreadsheet will be made available upon request.

5.8. LEO Criteria. Each of the LEOs provided by Agency shall meet the following criteria:

5.8.1. Each LEO must be duly licensed or certified as a law enforcement officer or equivalent by the State of Wisconsin or by the authority of the state in which the Agency is located. Statutory certification requirements for Agency LEOs shall be forwarded to the City MPD with the list of all Agency Personnel required by Section 5.7.

5.8.2. Each LEO, by reason of experience, training and physical fitness must be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.

5.8.3. Each LEO participating in crowd control or management assignments as part of the Major Incident Response Team, as determined by City MPD, must have completed Mobile Field Force training or its equivalent and will complete other training as required by City MPD or USSS based upon the LEO's Convention assignment.

5.8.4. Each LEO must have been employed as a licensed or certified police officer for a minimum of two years by the Agency.

5.8.5. Each LEO must be an officer in good standing with the Agency. The Agency shall promptly notify the City MPD in the event that any LEO is no longer an officer in good standing with the Agency and the Agency shall remove that LEO from the list of Agency Personnel.

5.8.6. No LEO may have (i) been sued in an individual capacity in the last three years and adjudicated as liable for violations of the first amendment of the U.S. Constitution, or (ii) have any sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.

5.9. Agency Personnel Equipment.

5.9.1. Each LEO shall be equipped by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to: service belts, service weapon, radio, and a personal soft ballistic body armor as required to be worn by the LEO while on duty for the Agency. Agency shall not bring to the Convention Facilities any chemical or other non-lethal munitions except as provided by City MPD unless authorized by City MPD.

5.9.2. A complete, sanctioned, equipment list will be provided to Agency as part of the preparatory materials provided by City MPD no later than April 1, 2020. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MPD in writing no later than June 1, 2020, and (b) City MPD consents In Writing to the use of the requested additional equipment.

5.9.3. Agency Personnel may not bring or utilize any demo equipment provided at low or no cost to Agency by a supplier seeking to demonstrate new equipment to the Agency or other agencies.

5.10. City MPD Can Decline Agency Personnel. At any time during the term of this Agreement, City MPD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City MPD declines assignment or deployment of Agency Personnel due to no fault of Agency or Agency Personnel, City MPD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7 of this Agreement.

5.11. Agency Judgment and Priority. Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may

recall its Agency Personnel in accordance with the termination procedures set forth in Section 14 of this Agreement.

5.12. Agency Responsible for Costs. Agency shall be responsible for all costs associated with providing Agency Personnel that are not explicitly assumed by City in this Agreement and/or authorized In Writing. Nothing in this Section shall prohibit City MPD Commanding Officers from agreeing In Writing to the assignment of specific costs borne of unforeseen circumstances during the Convention Security Period.

**6. City Responsibilities.** In addition to its lead local law enforcement responsibilities for the Convention, the City will provide all of the following:

6.1. Event Training. City agrees that it will provide training for Agency Personnel as determined necessary by City MPD and USSS. Training will include the provision of preparatory materials and training according to the schedule described in Section 4.3.

6.2. Lodging and Food. City will provide lodging and food for Agency Personnel. City will also provide transportation between the lodging location and the Convention Facilities where Agency Personnel will be assigned. City MPD shall provide lodging and food location assignments to Agency prior to the Convention Security Period. This shall include a standard per diem for each Agency Personnel's one day travel to, and one day travel from, the City in accordance with the federal GSA Per Diem Rates then in effect for the City of Milwaukee which can be located here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

6.3. Procuring Insurance. City is in the process of procuring a law enforcement liability insurance policy to cover certain liabilities of the Parties associated with the Convention. Said insurance policy will include coverage for the Agency and the Agency Personnel supplied to City for the purpose of fulfilling Agency's obligations under this Agreement for the Convention. Certificates of insurance shall be provided to Agency prior to the Convention Security Period. In the event that the policy cannot be procured before the Convention Security Period, City will notify Agency in writing.

**7. Payment Terms.**

7.1. Costs Covered. City shall cover the following costs, provided such costs are, in City's sole discretion, (1) actual, necessary, and pre-approved by the City either through assignments, as set forth herein, or otherwise In Writing utilizing Exhibit D, and (2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. Upon the City receiving the federal grant described in Section 7.4, below, Exhibit B may be updated to match the then-current federal regulations for the

federal grant. The City expects to be awarded the federal grant in early 2020. Any costs incurred by Agency prior to receiving pre-approval pursuant to subsection (1) of this Section 7.1, are incurred at Agency's own risk.

7.1.1. *Payment for Agency Personnel Time.* Payment for actual time worked and, if authorized by the U.S. Department of Justice and approved In Writing, actual time in training for each Agency Personnel whose services are actually utilized (including "on duty status" set forth in Section 5.4, or an auxiliary status) by the City MPD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel are considered to be working when they are physically located at the Convention Facility to which they are assigned between the time that they check in with a City MPD Commanding Officer or designee and the time that they check out with a City MPD Commanding Officer or designee at the end of their shift. Agency Personnel are not considered to be working while located at their place of lodging or home or while traveling to or from their place of lodging or home to the Convention Facilities to which they are assigned, unless Agency Personnel are covered by a collective bargaining agreement or employment contract that requires them to be paid for such time (Agency shall provide City with a copy of such agreement or contract). The rates of Agency Personnel shall not exceed the costs of the individual Agency Personnel's normal salary and benefits, and the hours worked shall not exceed the hours set forth in the relevant training materials or Convention Security Period assignment unless pre-approved In Writing.

7.1.2. *Approved Expenses.* City shall reimburse reasonable and documented transportation and various additional expenses of Agency Personnel during such time that they are actually providing services under this Agreement during the Convention Security Period. City will estimate and itemize allowable expenses and categories of expenses at least two months before the Convention Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the current federal GSA mileage reimbursement rates. Agency will have six weeks after receiving the estimate to contest the not-to-exceed. The City shall not unreasonably deny Agency's requests; however, the decision of the City MPD Commanding Officer shall control. Agency shall not be reimbursed in excess of the not-to-exceed amount, nor shall Agency be reimbursed for expenses from categories of spending that are not set forth on City's not-to-exceed estimate (i.e. personal entertainment, additional food or transportation beyond that provided or authorized In Writing by City.)

7.2. Withhold Payment. In the event Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed

to herein, City may withhold any available payment until the City is satisfied that corrective action has been taken or completed. City may withhold payment for any Agency Personnel refusing to perform the work assigned by City MPD pursuant to Section 5.3 of this Agreement. This right is in addition to and not in lieu of the City's right of termination.

7.3. Failure of City to Obtain Security Grant. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all of City's security obligations under the Security Plan, Agency shall have no obligation to provide the services described in this Agreement and City shall not be obligated to remit the funds described in this Agreement to Agency unless reimbursed for such costs by the Host Committee, the DNC or any other entity.

7.4. Federal Grant Requirements. Agency shall be reimbursed for allowable expenses as a subrecipient of a federal grant expected to be awarded to the City. As such, Agency shall comply with all applicable requirements set forth in the DOJ Grants Financial Guide ([https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)), as set forth in 2 C.F.R. Part 200, and any additional requirements set forth in the grant agreement itself between the federal government and the City, a copy of which will be made available to Agency upon request after the grant is actually awarded. Agency and City affirmatively acknowledge that the federal grant funds will not be used to supplant local and/or state funds. In order to provide adequate documentation of the costs of Agency Personnel expected to be reimbursed by City, Agency should create a separate rate code within its payroll system to be used to accurately track work of Agency Personnel under this Agreement.

## **8. Law Enforcement Procedures.**

8.1. No Police Authority. Unless Agency is from a municipality located in the State of Wisconsin, Agency Personnel may not act with the arrest or other police authority of a law enforcement officer of any Wisconsin law enforcement agency pursuant to Wis. Stat. 175.46. Except as provided in this Section 8.1, the services to be provided by Agency Personnel shall be limited to security detail in accordance with the procedures and assignments that shall be provided by City MPD.

8.2. Activities. Law enforcement methods employed by the LEOs shall conform to the lawful commands of the City MPD Commanding Officer or his/her designee, City MPD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

8.3. Conformance to Security Plan. All functions and duties to be performed by Agency Personnel under this Agreement shall conform to the Security Plan.

**9. Term.** The term of the Agreement shall begin on the Effective Date and shall end upon the completion of all obligations under this Agreement inclusive of participation in criminal and/or civil trials.

**10. Consideration.** Consideration for this Agreement shall be the exchange of monetary reimbursement for the services of Agency Personnel, the enhanced public safety and improved law enforcement activity in the Metropolitan Area for the Convention Security Period, and the professional growth and development of City MPD and Agency Personnel through the City and the Agency's training and cooperative efforts to provide a safe and secure Convention.

**11. Independent Contractor.**

11.1. Independent Relationship. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City. Nothing in the paragraph shall be construed to invalidate a Business Associate Agreement executed between the City and Agency, if required by Section 13.3 of this Agreement.

11.2. Agency Personnel Remain Employees of Agency. Except to the extent covered by reimbursement by City compensation for Agency Personnel specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency Personnel remain employees of Agency. Agency shall be responsible for the payment of any compensation or death benefits to Agency Personnel who are injured or killed while providing services to City under the terms of this Agreement. City is not obligated to reimburse Agency for those expenses.

11.3. Discipline / Probable Cause Matters. City shall refer disciplinary matters involving Agency Personnel to Agency. Based on the judgment of City, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to the Milwaukee Police Department or an external law enforcement agency, as appropriate, for investigation with appropriate notice to Agency.

**12. Liability.**

12.1. Limited Indemnification. The City shall indemnify Agency for Agency's liability to third parties incurred while Agency Personnel are acting within the scope of their employment with Agency to fulfill the terms of this Agreement; provided, however, that City's liability to Agency shall cease upon the exhaustion of the limits of the law enforcement liability insurance policy the City obtains pursuant to Section 6.3 of this Agreement. The policy may be exhausted by claims attributed to City's officers, or the officers of any jurisdiction lending assistance for the Convention pursuant to an agreement with City similar to this Agreement.

12.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

### **13. Records.**

13.1. Agency to Comply. Agency shall comply with all applicable local, state, and federal laws and requirements pertaining to maintenance and disclosure of personal information (name, age, phone number, address, social security number, etc.) belonging to members of the public and criminal justice records.

13.2. Security Information. Agency shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Agency has custody of a record provided by City which contains details of security arrangements or investigations, Agency shall, as soon as practical and without delay, notify City of any request to disclose such record and shall follow the requirements of Section 13.5, below, prior to disclosure. For purposes of this Paragraph, the term "record" shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective of the form of that record or data, *i.e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

13.3. Protected Health Care Information. Agency will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

13.4. Wisconsin Public Records Law. Both Parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. seq.* Agency acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Agency under this Agreement

pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. The Parties further agree and acknowledge that because of the federal grant described in Section 7.4 of this Agreement, 2 CFR 200.333 shall establish the minimum record retention requirements to be followed by Agency. Agency certifies that it will comply with the record retention requirements in 2 CFR § 200.333. Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Nothing in this Section 13.4 should be construed as prohibiting the Agency from retaining records for longer than 2 CFR § 200.333 requires.

13.5. Notice of Request for Disclosure. Agency will provide notice to City of any request for the disclosure of information associated with or generated as a result of the work performed under this Agreement at least ten business days before such information is disclosed and shall confer with the City and, if City deems appropriate, the USSS before deciding whether the Wisconsin Public Records Law requires Agency to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 13, and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

13.6. City Access to Agency's Records. Agency agrees that any duly authorized representative of the City, including the City Attorney and the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent records, documents, paper, and data of the Agency, involving transactions related to this Agreement until the expiration of the records retention period described in Section 13.4, above.

#### **14. Early Termination.**

14.1. Termination by City. City may terminate this Agreement at any time and for any reason. Should City terminate this Agreement without cause, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may terminate this Agreement without payment of costs if Agency fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, Agency fails to cure such default within seven calendar days after the City or City MPD provides Agency with notice of such failure.

14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to March 1, 2020, upon a determination that it must do so to meet its own staffing needs. Upon such



termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement after March 1, 2020, only upon the occurrence of an Agency Emergency Event. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.3. Agency may terminate this Agreement without payment of costs described in subsec. 14.2.2 if City fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, City fails to cure such default within 7 calendar days after the Agency provides City with notice of such failure.

14.3. Parties Contract in Good Faith. The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

14.4. Consequential Damages. Neither Party shall be entitled to recover any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

**15. Governing Law.** This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

**16. Notices.** All notices required under this Agreement shall be provided to:

To the City:                      Alfonso Morales  
   Chief of Police  
   749 West State Street  
   Milwaukee, WI 53233  
   *MPDChief@milwaukee.gov*  
   Via email and paper copy sent via U.S. Mail

With courtesy copies which shall not constitute notice to:

Deputy City Attorney Mary Schanning  
City Hall, Room 800  
200 East Wells Street  
Milwaukee, WI 53202  
*mschan@milwaukee.gov*

and

Nicholas DeSiato  
Chief of Staff  
Milwaukee Police Department  
749 West State Street  
Milwaukee, WI 53233  
*nidesi@milwaukee.gov*

To Agency:

City Administrator Aaron Reeves  
City of Hudson  
505 3<sup>rd</sup> Street  
Hudson, WI 54016  
[areeves@hudsonwi.gov](mailto:areeves@hudsonwi.gov)

and

Cathy Munkittrick, City Attorney  
Rodli, Beskar, Neuhaus, Murray, and Pletcher, S.C.  
219 N. Main Street  
River Falls, WI 54022  
[cathy@rodlibeskar.com](mailto:cathy@rodlibeskar.com)

and

Geoffrey J. Willems  
Chief of Police  
Hudson Police Department  
101 Vine Street  
Hudson, WI 54016  
[gwillems@hudsonwi.gov](mailto:gwillems@hudsonwi.gov)

## **17. Additional Provisions.**

17.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

17.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued

performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

17.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

17.4. No Third Party Beneficiary. No provision in this Agreement is intended to create, or shall create, any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

17.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

17.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

17.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

17.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

17.9. Nondiscrimination. It is the City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to Milwaukee Code of Ordinances Section 109-9. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

***SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)***



The Parties have executed this Agreement as on the dates set forth below.

**CITY OF MILWAUKEE**

\_\_\_\_\_  
Alfonso Morales, Chief of Police

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Martin Matson, City Comptroller

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Authorizing Resolution: 191192

Approved as to Form and Execution:

\_\_\_\_\_  
Office of the City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HUDSON POLICE DEPARTMENT**

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

1077-2018-1850:XXXXXX

## Exhibit A

## List of Agency Personnel and Commanding Officer

(Electronic version available from Captain Derrick Harris, [dharris@milwaukee.gov](mailto:dharris@milwaukee.gov))

[illegible]

## **Exhibit B**

(Electronic version available from Captain Derrick Harris, [धारri@milwaukee.gov](mailto:धारri@milwaukee.gov))

## **Exhibit C**

(Electronic version available from Captain Derrick Harris, [dharris@milwaukee.gov](mailto:dharris@milwaukee.gov))



## Exhibit D

### Additional Expenditure Authorization Form - "In Writing"

Directions for Use of This Form: Use this form to obtain approval for additional expenditures "In Writing," pursuant to your Agency's Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin "Agreement." Please note that your agency will not be reimbursed for any expenditures that were not expressly agreed to in the expense estimate provided pursuant to Section 7.1.2 of the Agreement unless you have both (1) obtained a valid signature on this form before making the expenditure, and (2) provide the City with the supporting documentation necessary for reimbursement described in Exhibit B of the Agreement.

Agency Information	
Agency:	
Agency Personnel Completing Form:	
Date:	
Additional Expenditure Information	
Expenditure Requested:	
Reimbursable Cost:	
Vendor:	
Description/Purpose:	
Additional Memo (optional):	
City of Milwaukee Commanding Officer Approval Information	
Name:	
Rank:	
Date:	
Signature:	
Memo (optional):	



**SUBMITTED TO:** Public Safety Committee

**DATE:** January 3, 2020

**SUBMITTED BY:** Chief Geoff Willems

**REGARDING:** Request for more visible speed control on Baer Drive at Boulder Point Drive

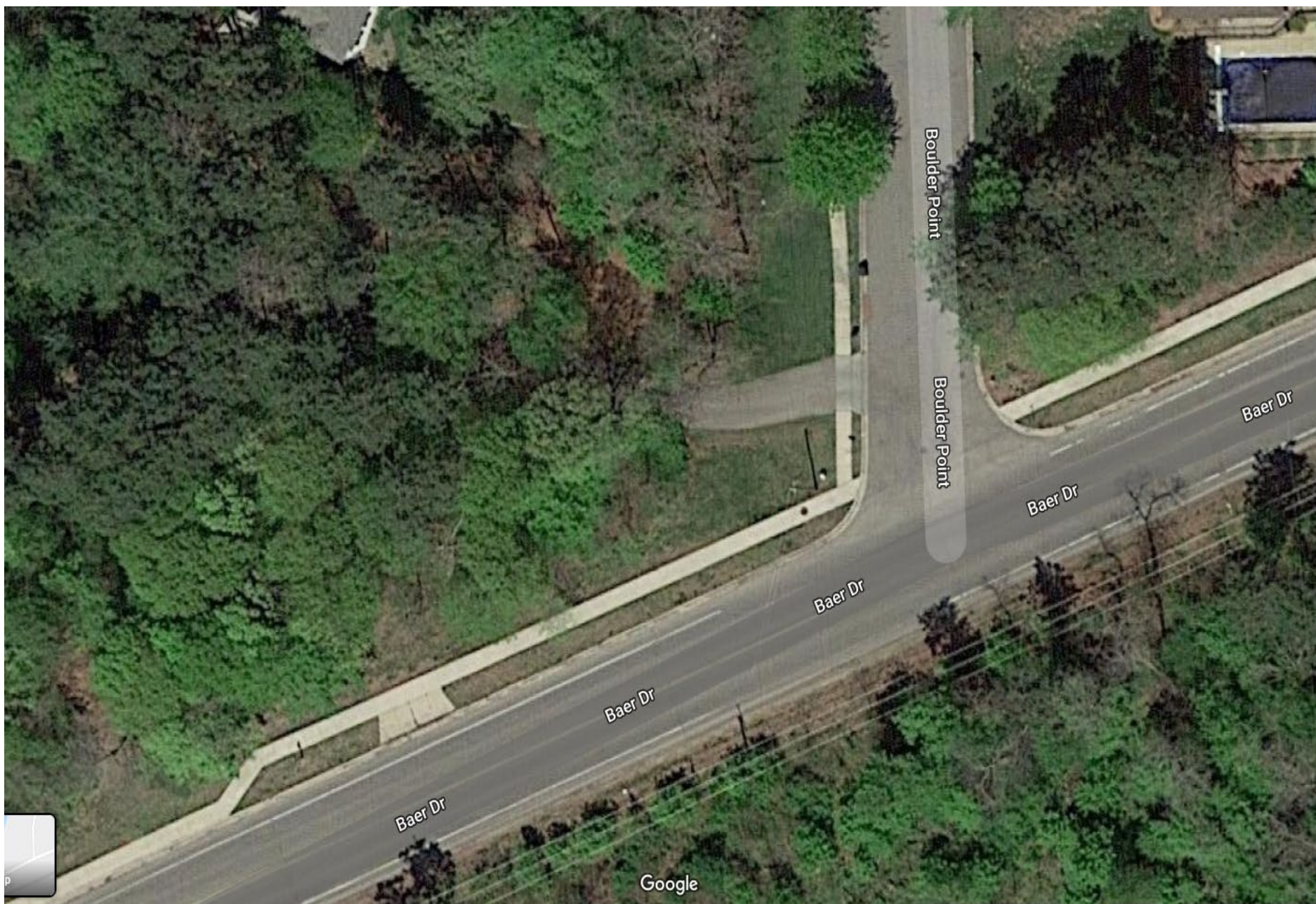
---

**BACKGROUND:** I was contacted by Megan Laatch, who resides at 1321 Boulder Point Drive. Megan is very concerned about the traffic speeds on Baer Drive near her residence and would like to see a more visible speed limit sign, flashing speed limit sign, or other form speed control implemented in that area.

I have directed my officers to perform extra patrols in this area as well.

I have attached a map image of the area for reference.

**STAFF RECOMMENDATION:**





505 Third Street  
Hudson, Wisconsin 54016  
ph: (715)-386-4765 fx: (715)386-3385  
[www.ci.hudson.wi.us](http://www.ci.hudson.wi.us)

**TO:** Public Safety

**FROM:** Michael Mroz; Director of Public Works

**DATE:** January 6, 2020

**SUBJECT:** Review and Discuss Vine Street Pedestrian Safety Study

---

**BACKGROUND:**

Common Council directed staff to conduct a Vine Street Pedestrian Safety Study based upon public comments received during the Atwood Annexation process. Staff hired Short Elliot Hendrickson (SEH) to perform the study and staff will present their findings and recommendations to the committee.

This information was presented to the Public Works Committee on December 9<sup>th</sup>, 2019.

**ACTION REQUESTED:**

Following review and recommendations, approval of the Vine Street Pedestrian Safety Study is warranted.



# Pedestrian Safety Study

Vine Street

Hudson, Wisconsin

HUDSO 152227 | November 25, 2019

DRAFT



Building a Better World  
for All of Us®

Engineers | Architects | Planners | Scientists





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for All of Us®

December 2, 2019

RE:

Vine Street Pedestrian Safety Study  
Hudson, Wisconsin  
SEH No. HUDSO 152227 4.00

Mr. Mike Johnson  
Community Development Director  
City of Hudson  
505 3<sup>rd</sup> Street  
Hudson, WI, 54016-1694

Dear Mike:

We have completed the Vine Street Pedestrian Safety Study authorized by the City. The report with several figures is attached.

We have provided some suggestions for improvements for added pedestrian and bicycle safety along Vine Street and information on other options that were considered. We will send the traffic data we collected separately.

We are prepared to discuss the report at the December 9 Public Works Committee meeting.

Sincerely,

John Parotti  
Project Manager

Glen Van Wormer  
Transportation Engineer

Cc: Mike Mroz, Public Works Director  
Dean Chamberlain, City Engineer

hbh

f:\j\h\hudson\152227\3-env-stdy-regs\vine street ped safety study\vine street ped safety rep - hbh.revised-1.docx

Engineers | Architects | Planners | Scientists

**Short Elliott Hendrickson Inc.**, 156 High Street, Suite 300, New Richmond, WI 54017-1128  
SEH is 100% employee-owned | **sehinc.com** | 715.246.9906 | 888.881.4281 | 888.908.8166 fax







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Figure 7 – First Presbyterian Church Entrance: Crosswalk

Figure 8 – Vine Street: Median Concept

Figure 9 – Vine Street: Diamond Drive and Bella Rose Median Concept

# Pedestrian Safety Study

## Vine Street

Prepared for City of Hudson

### 1 Background

Vine Street has been a major component of the Hudson Transportation System for many years. Its role has diminished from being a State Highway carrying regional traffic to a Minor Arterial, but it is still the only continuous east/west road north of I-94. It connects area residents with the downtown and has several significant traffic generators along it such as the high school, YMCA and four churches.

The City of Hudson has been concerned with pedestrian and bicycle safety on Vine Street from Carmichael Road to the Downtown. The concerns have recently been increased with traffic to be generated by the potential development of properties along Carmichael Road. The City has addressed several Vine Street concerns west of Wisconsin Street with two construction projects in recent years.

Specific current concerns relate to pedestrians crossing Vine Street at Diamond Drive, Hudson High School traffic, vehicle speeds, and trail connections. Initial considerations related primarily to signing, marking, traffic controls, and traffic calming. Pedestrian bridges and tunnels, more intense crosswalk warnings, and intersection traffic controls are now also under consideration.

To help address the concerns, the City of Hudson engaged SEH Inc. in August 2019 to provide a pedestrian and bicycle safety study on Vine Street from Wisconsin Ave to Carmichael Road. The study would focus primarily on the Diamond Drive interchange.

Several past studies have been references, including a general study of the intersection traffic controls in the Vine Street corridor about 15 years ago and a technical evaluation of options at Wisconsin Street in 2014. The recently completed Carmichael Road Corridor Study, the Wisconsin Street intersection design considerations, High School expansion reviews, and Vine Street plan reviews provided additional information.

The following sections provide data on vehicle and pedestrian traffic volumes along Vine Street, information on traffic controls and designs to improve safety, and comments on the adaptability of these measures to Vine Street. The primary focus of these is the Diamond Drive intersection, but the general comments could pertain to any intersection on Vine Street.

## 2 Traffic Volumes

### 2.1 Traffic and Pedestrian Volume Data

Traffic volume information was collected from many sources. The information was used in the evaluation of different concepts for relative number of conflicts, design requirements, traffic controls and operation.

Turning movement counts at the Wisconsin Ave intersection were made in December 2018 and were used for final design of that intersection, which included left turn lanes and medians. The collected traffic volume data provided insight into the traffic impacts of the school at the Wisconsin Street intersection and along Vine Street. A traffic signal was planned to be installed at the intersection in the next few years.

Turning movement counts were made at Diamond Drive in August and October 2019 to obtain both summer traffic data and school year traffic data. Additionally, traffic count data at four locations along Vine Street, collected as part of the Wisconsin DOT traffic count program, were used. The DOT counts are made every three years at each location. Data was used from the 2006 through the 2018 counts. SEH also has collected traffic volume data from various sources that were part of other studies, such as the Carmichael Road Corridor Study, 2008 Comp Plan, and several proposed development reviews.

As part of the turning movement counts made at Diamond Drive, pedestrians were counted in each crosswalk by direction and their path to and from the intersection was recorded. This provided information not only on numbers crossing in each crosswalk, but the origin and destination direction of their route. As an example, the counts showed that of the 26 pedestrians per day crossing northbound in the east crosswalk in August, twelve also crossed in the north crosswalk to continue west towards the high school.

Video was taken for two full days in each count period. Vehicle data was tabulated for one day, but pedestrians were counted for both days (both for 16 hour periods).

In the summer count, there were an average of 26 northbound and 19 southbound pedestrians in the 16 hour (6 am to 10 pm) time period. In the school year count, there were an average of 28 northbound and 18 southbound pedestrians in the same time frame. Considering all east crosswalk observed pedestrian crossings, over 50 percent were to and from the north (probably the YMCA), less than 40 percent to and from the west, and less than 10 percent to and from the east.

A visual tabulation of all the pedestrian crossings made in the summer counts is shown in Figure 1 and the tabulation for the school year is shown in Figure 2.

### 2.2 Future Traffic Volumes

Any additions or changes in design or operation to Vine Street or the cross streets should reflect the potential impacts of future traffic volumes and patterns. To accurately forecast traffic growth, the area future development and the traffic origins and destinations were reviewed rather than just use a general percent traffic growth.

The area to the south along Diamond Drive is completely built out with single family homes. The only additional traffic might occur if White Pine Lane were connected to the Bella Rosa

development. But that connection could reduce total traffic on Diamond Drive as the Diamond Drive neighborhood would have access to Carmichael Road via Sofia Lane in the Bella Rosa development as opposed to using Vine Street to reach Carmichael Road. No increase in vehicular traffic volumes on Diamond Drive are anticipated.

The area to the north at Diamond Drive could grow if the YMCA expands facilities or services, or if the single property east of the existing office buildings takes access through the existing development rather than direct access to Vine Street.

The area north and south along Grandview Drive is also virtually built out. The only vacant land is the St Croix County site surrounding the Government Center which has two public connections to Grandview Drive. Use of these connections for anything but non-motorized vehicles seems unlikely.

Traffic growth from the High School could occur as the use of the new facilities increases and area population and school census growth take place.

Area traffic on Vine Street could increase, but the volumes have been somewhat consistent during past growth periods. The downtown, Bella Rosa, and other Carmichael Road commercial development will increase traffic, but only in small increments.

The traffic counts made in summer and fall 2019 have been increased in the analysis consistent with these factors.

It was assumed that pedestrian volumes would increase in the corridor for several reasons. The YMCA and the schools will increase both vehicular and non-motorized traffic as their use grows. The completion of more portions of the trail system, such as along the north side of Vine Street or the west side of Carmichael Road will generate more users of the system along Vine Street. The trend towards sidewalk and trail use is likely to continue especially with increased safe facilities.

## 3 Diamond Drive Intersection

### 3.1 Traffic Controls

#### 3.1.1 All Way Stop Traffic Control

Four Way Stop control was in-place at the intersection for a number of years. A study of traffic on Vine Street completed several years ago recommended it be removed and it has been operating as a two way stop since.

The traffic counts at the intersection show that almost 80 percent of intersection traffic is on Vine Street. Southbound peak traffic is about 130 vehicles per hour, or about two per minute. Highest northbound traffic volume is 30 vehicles per hour or about one every two minutes. Over 80 percent of the northbound traffic turns right, reducing conflicts.

The Wisconsin Manual on Uniform Traffic Control Devices (WMUTCD) is patterned after a national manual and reflects on many traffic studies to develop standards, requirements, and guidance for installing signs, markings and traffic controls. It is referenced in state statutes for many requirements. The WMUTCD does provide guidance for installation of an all way stop sign control at an intersection.

A main guideline is traffic volumes on the approaches to the intersection. The main criteria is that the volume of traffic on the intersecting roads be about equal. It requires minimum volumes of 300 vehicles per hour on the major street and 200 vehicles on the minor street for the same hour for each of eight hours. While Vine Street meets the minimum volume each hour from 7 AM to 7 PM, Diamond Drive/YMCA's combined hourly volumes only exceed 150 vehicles for two hourly periods. Even with the traffic growth factored in, hourly volumes are not expected to exceed 200 vehicles per hour for any hour of the day.

The studies that developed the criteria for stop signs and all way stop control showed that drivers on a main street coming to a stop sign where cross street traffic is significantly less tend to roll through the stop sign creating a safety concern, especially if turning traffic or pedestrians are present. Drivers also tend to accelerate faster from a stop sign where they didn't see the reason for stopping. Speeds 200 to 400 feet past the stop sign tend to be higher as drivers over-accelerate.

Another concern at all way stops is driver attention. Drivers approaching the stop line at an all way stop intersection tend to focus on cross street traffic waiting "for their turn". Pedestrians in the far side crosswalk, or left side crosswalk if the driver is turning left, often remain out of the focus of drivers. This is especially true if the main street driver is already frustrated by needing to stop and looks to roll through the intersection. Less than 50 pedestrians cross Vine Street each day. Drivers may infrequently see a pedestrian and not be expecting or even checking for pedestrians.

### 3.1.2 Traffic Signal Control

Traffic signals are similar to all way stops. They are a traffic control device and not considered a safety device. Studies have shown that traffic signals may actually increase the crash rate at certain types of intersections.

As traffic signals are primarily for traffic control, the WMUTCD provides guidance for installation of traffic signals at intersections. Like the All Way Stop criteria, they are also based on hourly volumes for each of 8 hours and the volumes at the Diamond Drive intersection do not meet the criteria. There are criteria for signals based on pedestrian volumes, but they fit major pedestrian generators with more than 100 pedestrians crossing per hour.

The studies that developed the criteria for traffic signals showed an increased crash rate for traffic signals with low volume cross streets. It is thought that drivers on a main street approaching a traffic signal that is usually green for the main street, are more prone to violate the light when it is red, probably from not expecting it. Other concerns with traffic signal control is the increasing tendency of drivers to speed up to "make" a green light, drivers treating the yellow light as an extension of a green light, and for impatient pedestrians to cross against a red light.

A traffic signal system with turn phases and pedestrian indications can cost between \$150,000 and \$200,000.

## 3.2 Pedestrian Facilities

### 3.2.1 Pedestrian Bridges and Underpasses, General

Grade-separated pedestrian facilities will completely separate travel paths of pedestrians and vehicles. These can be relatively expensive and may be considered unattractive. The Wisconsin Guide to Pedestrian Best Practices states:

“Grade-separated pedestrian facilities are most appropriate in situations with:

- The potential for moderate to high pedestrian demand to cross a freeway, expressway or arterial
- Large numbers of pedestrians separated from schools, shopping centers, and recreational facilities by high-speed or high-volume roadways
- High motorist speeds or high motorist speeds
- Topographic compatibility”

The biggest concern with a grade-separated facility is getting pedestrians to use it. It must be convenient for the user. Research has found that 95 percent of pedestrians would use an underpass and 70 percent would use an overpass if it took the same amount of time to cross as it would to cross at grade. But if it took 50 percent longer to use the facility than to cross at grade, very few pedestrians would use the facility.

### 3.2.2 Pedestrian Bridge over Vine Street

Pedestrian bridges and their approaches must adhere to ADA requirements, which mandates a maximum grade of 5 percent and requires wheelchair accessibility. In the northeast corner, the driveway to the office buildings is about 80 feet north of the north sidewalk on Vine Street which limits the bridge approach length if the driveway remains. There is little room between the sidewalk and buildings along Vine Street for a structure. There are similar problems trying to fit an underpass in the southwest corner with the limited space around the storm water pond. To provide acceptable grades and fit with the existing development, the bridge ends would need to be in the northwest and southeast corners of the intersection.

A conceptual design was developed to connect the northwest and southeast corners. A 160-foot long bridge would diagonally cross the intersection and require switchbacks on the approach ramps. The main span would be a 160-foot long, overhead, steel “through truss” with a concrete deck at a 45-degree skew to the intersection. It would have a 12-foot clear width and 10 foot clear height within the truss. Eight approach spans would be used with pre-stressed concrete girders below a concrete deck. The 85-foot approach spans (170-foot total length in each direction) would form a switchback at each end of the bridge, parallel to Vine Street. An attached sketch (Figure 3) shows the basic concept.

The bridge provides the required 17-foot-6-inch clearance over Vine Street. A truss depth from the deck profile grade to the low member of 3.5 feet was assumed, placing the deck 21 feet above Vine Street. The approaches are at a 5 percent maximum grade to meet ADA accessibility requirements. A concrete deck on the ramps with a low curb to contain drainage and 54-inch high metal railing with 4-inch maximum openings would be used to meet combined pedestrian and bicycle use.

A rough cost estimate of a pedestrian bridge and approach spans is \$2M, based on similar bridge designs. This does not include any utility relocation, right of way, or storm water pond revisions. The bridge could be built with limited impact on Vine Street traffic (lane closures, overnight street closures, etc.).

An evaluation of the bridge provided the following pros and cons.

#### Pros

- The bridge creates a safe passage across Vine Street for pedestrians and bicyclist that use it.
- Conflicts between pedestrians using the bridge and Vine Street traffic are eliminated.
- Users of the bridge are in view giving a better sense of security for the users.

#### Cons

- The bridge has a significantly longer path for users to cross the intersection tempting them to cross at grade rather than to use the bridge.
- Users of the bridge still need to cross the north side of the intersection if their trip end is at the YMCA or to the east on Vine Street.
- The bridge switchbacks consume frontage for property along Vine Street.
- The bridge switchbacks create a visual barrier to and from adjacent property.
- Right of way in the southeast corner is needed to build the ramps, retain the sidewalk to be built from Bella Rosa, and possibly to modify the storm water pond configuration or depth.
- Right of way in the northwest corner is needed to build the ramps.
- Overhead power lines that are on the south side of Vine Street and that cross Vine Street will both need to be relocated.
- The piers and some fill must be placed in the retention pond southeast of the intersection requiring reconfiguring the pond or adding water storage mitigation elsewhere in the system.
- Some underground utilities may need to be relocated to provide room for the bridge footings.
- Debris can fall and bridge users can throw objects to the roadway below unless a full cage is installed.
- The bridge deck and approaches must be cleared of snow without dropping it on the roadway and especially on vehicles.
- The bridge deck and snow must be kept clear of ice with the 5 percent grade and relatively narrow width.
- The switchbacks will limit maintenance equipment access.
- Bikes should be walked up and down the approaches with the switchbacks and turns at the bridge deck. Riding could be hazardous.

The existing at grade crossing of Vine Street is about 65 feet. The north side street crossing adds about 70 feet making the crossing from the southeast corner to the northwest corner about 135 feet. Using Figure 3, a pedestrian crossing at grade walks about 155 feet from the entrance to the bridge in the southeast corner to the trail at the bridge ramp end in the northwest corner. A pedestrian using the bridge with the switchbacks has a crossing walk of about 885 feet, or almost



6 times longer. The crossing from the southeast corner to the northeast corner is 85 feet at grade and 950 feet using the bridge. About 60 percent of the pedestrians crossing Vine Street do not cross the north crossing.

An option of constructing long approaches (no switchbacks) to the east on the south side and to the west on the north side was considered. For pedestrians walking between the southeast corner and the trail to the west (about 40 percent of the crossing pedestrians), it adds about 1,000 feet to the walking distance. For those walking between the southeast corner and the north, such as the YMCA (about 50 percent of the crossing pedestrians) or the east, such as Grandview Park (about 10 percent), it adds almost 1,500 feet to the walking distance.

### 3.2.3 Vine Street Underpass

Constructing an underpass or tunnel beneath Vine Street will provide a pedestrian crossing virtually free from vehicle conflicts. Underpasses are often used for trails or walkways beneath a highway or railroad in rural or suburban areas where the walkway is or can be lowered to provide an elevation differential favoring an underpass. They are less often found in urban areas where utilities, close spaced development, and limited elevation differences occur.

Underpasses and their approaches must adhere to ADA requirements, which mandates a maximum grade of 5 percent and requires wheelchair accessibilities. The underpass floor would be about 14 feet below street grade. To meet the ADA requirements, a ramp length of almost 300 feet is required on the south and more to the north where there is a higher elevation.

The driveway to the office buildings is about 80 feet north of the north sidewalk on Vine Street. Even if the driveway was moved north and the ramp built with a switchback, it would not fit. There is little room between the sidewalk and buildings along Vine Street for an underpass ramp. There are similar problems trying to fit an underpass in the southwest corner with the limited space around the storm water pond. Therefore, just as with the bridge, to provide acceptable grades and fit with the existing development, the underpass ends would be in the northwest and southeast corners of the intersection.

A conceptual design was developed between the northwest and southeast corners. A 160-foot long underpass would diagonally cross the intersection and require switchbacks within retaining walls on an alignment similar to that of the bridge option. The underpass would have a 12 to 14-foot clear width and provide 10 feet of vertical headroom. This will provide for mixed pedestrian and bicycle use. It will require at least 2 feet of soil overfill on top, placing the floor of the underpass 14 feet below the intersection elevation.

The switchbacks would need retaining walls along Vine Street and between the two ramp sections as the trail ascends at 5 percent maximum grade. Approximately 1000 feet of retaining walls would be needed for these approaches due to the ground elevation. In the northwest corner, a slope could replace a wall for the upper switchback, but it would consume much more land space. Walls would be needed on the southeast corner to retain the storm water pond.

Additional storm water sewer facilities, probably including a pump station, will be needed to drain the rain and snowmelt runoff as well as ground water that would otherwise collect in the approaches and underpass. A possible outlet for this drain is a block to the northeast of the intersection. Lighting would need to be provided in underpass and within the approach walls.

The existing at grade crossing of Vine Street is about 65 feet. The north side street crossing adds about 70 feet making the crossing from the southeast corner to the northwest corner about 135 feet. Using the pedestrian underpass with the switchbacks results in a crossing length of about 820 feet. As with the bridge, 60 percent of the pedestrian crossings are only to the northeast corner and have an almost 1,000 feet walk using the tunnel.

A rough cost estimate of a pedestrian underpass and approach ramps is \$2M, based on similar underpass designs. This does not include any utility relocation, right of way, or storm water pond revisions, and only a basic storm water lift pump system. The underpass construction would have significant impact on Vine Street and YMCA traffic with most of the intersection closed for weeks. Utility service may also have some limited shutdowns.

An evaluation of the tunnel provided the following pros and cons.

#### Pros

- The underpass creates a safe passage across Vine Street for pedestrians and bicyclist that use it.
- Conflicts between pedestrians using the bridge and Vine Street traffic are eliminated.
- With the underpass below the intersection, it does not obstruct sightlines.
- Users of the underpass cannot drop objects onto the roadway.

#### Cons

- The underpass has a longer path for users who cross the intersection, tempting them to cross at grade rather than to use the underpass.
- Users of the bridge still need to cross the north side of the intersection if their trip end is at the YMCA or to the east on Vine Street.
- The bridge switchbacks consume frontage for property along Vine Street.
- Right of way in the southeast corner is needed to build the ramps, retain the sidewalk to be built from Bella Rosa, and to modify the storm water pond.
- Right of way in the northwest corner is needed to build the ramps.
- The presence of the adjacent storm pond and potential for high groundwater is a concern.
- Surface rain runoff will enter the approaches and underpass. A deep drain system or a pump station is required to remove the water.
- Dampness often prevails in underpasses near groundwater levels
- Existing underground storm sewer, sanitary sewer force main, water, gas and communication utilities will need to be relocated. The storm sewer, which requires gravity flow, will be a problem.
- Overhead power lines will need to be temporarily relocated to accommodate construction. There is a possibility of permanent relocation.
- The underpass is concealed from view reducing the personal security of users and providing an increased potential for vandalism.
- The four turns in the underpass have little sight distance for users.
- A lighting system is required meaning additional maintenance and operating costs.
- The ramps to the tunnels are parallel to Vine Street and may require some vehicle barriers for safety.

- The switchbacks in the southeast corner will reduce the storm water pond size requiring some regrading to maintain the same capacity.
- The underpass and approaches must be cleared of snow by pushing or blowing it completely out of the approaches.
- The switchbacks will limit maintenance equipment.
- Bikes should be walked up and down the approaches with the switchbacks and turns at the actual underpass. Riding could be hazardous.
- Blowing snow may add significant snow depth to the approaches.
- The underpass and approaches must be kept clear of ice with the 5 percent grade and relatively narrow width.

## 3.3 At Grade Safety Enhancements

### 3.3.1 General

Pedestrians currently must cross four traffic lanes on Vine Street at Diamond Drive: the eastbound thru lane, westbound left and right turn lanes, and the westbound thru lane, all in one crossing movement. There is a Rectangular, Rapid Flashing Beacon (RRFB) in-place, that when a button is pushed, provides a very noticeable warning to drivers. Once the button is pushed, the beacon is then flashing for a preset amount of time. Observations of the effectiveness of RRFB installations shows very good response and yielding to pedestrians by drivers.

The posted speed limit on Vine Street from Carmichael Road to downtown is 25 mph. Despite the presence of a speed advisory sign west of Carmichael Road, higher speeds are common due to the wide street, limited access, and lack of development east of Diamond Drive.

There are a number of changes that can be made at specific intersections and along Vine Street to improve overall pedestrian safety.

### 3.3.2 Median Islands

Median Islands have a number of benefits for both pedestrian crossings and road safety. A median Island divides a pedestrian crossing into two stages. Pedestrians currently need to check both directions for traffic close to the intersections, as required by law and for their safety. With a median island, they can concentrate on one direction at a time. The median is a safety refuge while crossing. Far side drivers are more likely to expect and see pedestrians on the left side with a median than on the far side of the street in heavier traffic volumes. Turning vehicles are often a concern

Medians also act as traffic calming by providing a street element that gains driver attention and creates “side friction” which generally causes drivers to drive slower.

Medians can be continuous for several blocks, such as along newly constructed Brecken Drive, or placed in selected locations, such as installed on Hanley Road a few years ago.

### 3.3.3 Bump Outs or Curb Extensions

These are generally extensions of the sidewalk or trail further into an intersection, generally replacing a parking lane. These would improve sight distance between drivers and pedestrians. Since the travel lanes are already close to the curbs, these would not be effective on Vine Street.

### 3.3.4 Raised Crosswalks or Speed Humps

These are modifications of “speed bumps” found in private parking lots as a method to slow traffic. The speed bumps have proven to be hazardous and the humps are less severe in terms of a jolt, but still require slow speeds to navigate them. They have been used with some success on local streets, but have created significant problems for emergency vehicles, maintenance equipment, trucks, and buses, especially school buses. They also create traffic speed differentials and in heavier traffic, been a factor in crashes.

For these reasons, they are not recommended for arterial streets, truck routes and emergency vehicle routes.

### 3.3.5 Flashing Lights

Flashing yellow lights have been added to signs to try to gain better driver attention. They have been somewhat effective where there is a specific desired driver reaction to a hazard or situation. Examples are speed reduction for a curve, or a stop sign ahead. Where the hazard is not always present, drivers are less likely to respond, such as a pedestrian crossing or traffic signal (red light).

Part time flashing lights have been used with varying success. If they can be timed to coincide with the presence of the hazard, they can be effective. But the more often a driver goes by a flashing light and the hazard is not present, the less likely the driver will react to the light on the next trip.

Push button flashing lights at a pedestrian crossing can be effective if the button is pushed and the pedestrian checks for traffic before entering the street. Unfortunately, some drivers are not paying attention, especially to pedestrians entering on the left, and some pedestrians never check for traffic.

### 3.3.6 Rectangular Rapid Flashing Beacons

These are relatively new devices and already in-place at the east crosswalk. The devices consist of a pedestrian push button, crosswalk warning sign, down arrow, and yellow LED lights. When the pushbutton is pushed, the lights flash rapidly, alternating sides. The lights are quite bright and hard for drivers to ignore. They have been effective in getting drivers to yield to pedestrians.

The City has installed these at other locations and several area communities have also installed them.

- So far, there are only a few drawbacks to them based on comments and observations.
- Pedestrians must push a button to get the flashers to activate.
- Some pedestrians will push the button and immediately step off the curb without checking for traffic that may not be able to stop.
- They have been placed at locations where there is little pedestrian activity which, if continued, might eventually create overuse and drivers paying less attention to them. The bright lights may prevent this, but drivers do ignore some obvious things.
- The bright lights may distract driver's attention from other traffic concerns in the roadway.

### 3.3.7 Hybrid Beacons

This special type of traffic signal, also called HAWK (High intensity Activated cross Walk), is used at midblock or intersection crosswalks. It is dark normally, but when a button is pushed, it goes through a sequence of flashing yellow to alert drivers, solid yellow to warn drivers to stop, solid red to keep drivers stopped and allow pedestrians to enter the crosswalk, and finally flashing red at the end of the "Walk" crossing cycle to allow drivers to cross the crosswalks after the pedestrians cross. Pedestrians have symbols for "Walk" and "Don't Walk" sequences as part of the signal cycle.

The installation has overhead signal indications and very specific signing and signal head requirements. It is meant for high volume, higher speed, multi lane streets, rather than two lane streets. The stop portion of the signal sequence is aimed at stopping drivers from passing a same direction vehicle already stopped in the adjacent, parallel lane at a crosswalk.

The primary benefit of the Hybrid Beacon over the RRFB is the red phase for vehicles. The red light is coordinated with a pedestrian walk signal. Vehicles are stopped for a preset time interval after which the vehicle indications flash red. There is a delay after the pushbutton is pushed to allow the driver warning and clearance phases to be completed. Some pedestrians may choose not to wait and enter the intersection before their walk cycle begins.

The MUTCD has guidelines for installing a Hybrid Beacon, requiring minimum pedestrian and vehicle hourly volumes. Twenty pedestrians per hour is the minimum volume in the guidelines, along with about 1,000 vehicles per hour for a crossing width about the same as Vine Street. A Hybrid Beacon system average cost is about \$50,000, but less for a two lane road.

### 3.3.8 Marked Crosswalks

The recently completed sidewalk and crosswalk inventory provides a considerable amount of general information on crosswalks. While crosswalks are in-place on the east and north sides of the intersection, there are opportunities to improve the safety of them.

The crosswalks are marked with a "ladder" type concept on the east side, but only two lines on the north side. The pedestrian ramps do not meet ADA requirements in terms of dimensions or warning fields. The crosswalks meet in the street and share the same ramp in the northeast corner. The crosswalk in the northwest corner could easily direct a handicapped user into a traveled lane of traffic. Landing areas, warning fields, shorter routes, and location in each corner need to be addressed.

In the southeast corner, the crosswalk connection should be moved east so it is almost out of the radius. The new sidewalk being built as part of the Bella Rosa development should be connected at this location. The sidewalk along Diamond Drive should be relocated east as it approaches Vine Street and provide a four foot landing area south of the pedestrian ramp. This will provide an area that meets ADA requirements and provides room for pedestrians to prepare to cross the street.

In the northeast corner, the east crosswalk connection should be moved east to be ADA compliant. The west crosswalk connection should be moved north to be out of the radius and separated from the east crosswalk connection. The sidewalk along Diamond Drive should be relocated east as it approaches Vine Street and provide a four foot landing area south of the

pedestrian ramp. The trail along the north side of Vine Street should be adjusted so it does not run into the side slope of the east crosswalk pedestrian ramp.

In the northwest corner, the crosswalk connection should be moved north almost to the tangent section of the curb. This will require the trail to be adjusted and extended to meet this new connection, but it will keep trail users from crossing close to Vine Street traffic.

The pavement markings will need to be replaced for the relocated crosswalks. While the ladder type crosswalk can be retained on the east side, a Continental bar type crosswalk is recommended for the north side. See the Sidewalk Inventory Report for more information on the crosswalk types.

Figure 4 shows the general cross walk concepts outlined in the above paragraphs.

## 4 Vine Street; General and Other Intersections

### 4.1 Wisconsin Street

Reconstruction of the Wisconsin Street intersection was completed in summer of 2019. The intersection was modified to provide left turn lanes in all four approaches (southbound was provided during High School expansion). Right turn lanes are provided on three approaches, only the eastbound approach is without one due to right of way issues. Medians are now in-place on all four approaches, providing pedestrian refuge and lane definition.

All way stop control has been used at the intersection for many years. The 2014 intersection study indicated that an All-Way stop control would not provide an acceptable level of service with a higher traffic growth rate. That report did not look at physical improvements at the intersection.

A review done in conjunction with the Vine Street reconstruction to the west recommended a traffic signal be installed and some conduit was placed under the street during the recent construction. Traffic counts made in 2018 showed 103 pedestrians crossing in the east crosswalk in the AM peak hour and 129 in the school dismissal hour. The number of pedestrians (who legally have the right of way) did create additional traffic backups in both time periods. Concerns exist when drivers become a little impatient or are “waiting for their turn” and not closely watching pedestrian traffic.

During heavy traffic times, the traffic signal will handle higher volumes of traffic with less delay and fewer conflicts than an all way stop.

A traffic signal would provide specific times for pedestrians to cross. Conflicting traffic, such as traffic on Vine Street or southbound left turns could face red lights during the specific pedestrian crossing times. The conflicting traffic would also move when pedestrians are facing “Don’t Walk” indications. Options such as “Countdown Timers” and leading pedestrian phases can add to pedestrian safety.

The traffic signal with a northbound left turn phase in the school arrival period would encourage school traffic to turn left on Vine Street and use the west entrance to the school parking lots, reducing the volumes of traffic now backing up in the main school entrance.

The traffic signal with left turn phases (using flashing yellow arrows for off peak times) will also reduce backup queue lengths and reduce turning vehicle conflicts. During non-school periods or

days, Vine Street traffic could travel thru the intersection without an unnecessary stop if the signal rests in green for Vine Street.

The traffic signal, in conjunction with the new left turn lanes and other improvements to Vine Street and the High School accesses, should resolve much of the traffic safety concern at the intersection.

## 4.2 Grandview Drive

The intersection currently operates with All Way Stop control. New traffic counts at the intersection were not part of the work plan, but the area along Grandview Drive should generate more traffic at the Vine Street intersection than now exists at the Diamond Drive intersection, creating more need for the All Way Stop control. Observations of traffic at the Vine Street/Grandview Drive intersection showed the all-way stop traffic control working satisfactorily, although “rolling stops” do occur on Vine Street.

When there also was an all-way stop control at the Diamond Drive intersection, both intersections had an observed “rolling stop” concern, which is not unusual on a busy street with several all-way stop controls in place at low volume cross street intersections. It appears that drivers are more likely to stop at Grandview Drive with the all-way control at Diamond Drive removed.

Crosswalks are marked on the west and north sides of the intersection and line up with sidewalks on the west side of Grandview Drive and the north side of Vine Street. As at Diamond Drive, the pedestrian ramps do not meet ADA requirements and do not provide the best crossing path. Landing areas, warning fields, shorter routes, and location in each corner need to be addressed.

In the southwest corner, the crosswalk connection should be moved west so it is almost out of the radius. The sidewalk along Grandview Drive should be widened and adjusted west as it approaches Vine Street to provide a four foot landing area south of the pedestrian ramp.

In the northwest corner, the west crosswalk connection should be moved west so it is almost out of the radius. The north crosswalk connection should be moved north to be separated from the west crosswalk landing area. The sidewalk from the north along Grandview Drive should be slightly relocated west as it approaches Vine Street to provide a four foot landing area at the pedestrian ramps. This will provide an area that meets ADA requirements and provides room for pedestrians to prepare to cross the street.

In the northeast corner, the crosswalk connection should be moved north so it is almost out of the radius. The trail along Vine Street should be adjusted to the north at the connection to provide a four foot landing area.

Figure 5 shows the general desired crosswalks and ramp locations.

## 4.3 Spruce Street

Crosswalks are marked on the east and north sides of the intersection. The pedestrian ramps do not meet ADA requirements and do not provide the best crossing path. Landing areas, warning fields, shorter routes, and location in each corner need to be addressed.

In the northwest corner, the location of the ramp is acceptable, but a bigger landing area and an ADA compliant ramp are needed.



In the northeast corner, ADA compliant ramps should be installed. The location of the north connection should be moved north, and a 4-foot minimum landing area provided. The location of east connection should be moved east, and the Trail adjusted to stay out of the ramp slope.

In the southeast corner, the connection should be moved east to fit between the existing pole and telephone box, with the sidewalk adjusted to fit this change. An ADA compliant ramp should be installed.

Figure 6 shows the general desired crosswalks and ramp locations.

## 4.4 First Presbyterian Church Entrance Road

While not an intersection, the entrance road has curbs with ramp slope and side slope design and has warning fields. Neither side has a landing area behind the ramp and users have to negotiate the side slopes. The warning fields lead pedestrians into Vine Street rather than across the entrance road. It would be desirable to move the ramps north to near the end of the radii, so the crossing properly directs users along the trail. A crosswalk could be marked.

Figure 7 shows the general potential crosswalk marking and ramp locations.

## 4.5 Speed Control

The posted speed limit along Vine Street is 25 mph. Several speed limit signs have been posted along Vine Street, including speed indication signs. However, the environment along the road and general width of the road and the lanes do not reflect the slow speed limit based on observations of vehicle speeds, especially east of Diamond Drive. The biggest concern is not necessarily the actual speed as much as speed differential. Vehicles approaching intersections faster than anticipated can create conflicts for entering vehicles and for pedestrians.

Traffic calming, reduced road and lane widths, and changing the “feel” of the road can affect driver reaction and induce slower speeds. Fortunately, the conflicts along Vine Street are limited primarily to intersections.

Of the several elements discussed in the previous sections, some may fit into a Vine Street plan to improve pedestrian safety and also better contain vehicle speeds. A median Island installed at an intersection will provide a safety refuge for pedestrians crossing the street. Pedestrians will be able to focus on one direction of traffic at a time. Pedestrians crossing from the left of a driver will have a median island to use before entering the driver’s lane.

At the same time, the median island changes the road perspective of the driver from being very open to having some confinement. Drivers will focus more on the island and traffic associated with it, generally reacting with slower and more uniform speeds. Even with a marked crosswalk on only one side of the intersection, Median islands can be placed on both the east and west sides, better controlling both directions of traffic.

# 5 Suggested improvements to consider

## 5.1 Median islands

A median island at an intersection provides advantages to pedestrians and is a traffic calming device. When they occur at several locations, they effectively reduce some vehicle speeds along the roadway. In order to fit median islands at intersections with left turn lanes on Vine Street,



some lane widths will be reduced, which also tends to slow speeds and get more driver attention, as long as the lane reduction still provides width for all vehicles.

A preferred option would be to install medians at Diamond Drive where there are pedestrian concerns, and at Grandview Drive where there also are pedestrians and all way stop control.

A third median island can be installed at the Bella Rose entrance on the west side of the intersection. Westbound traffic coming from the Carmichael Road intersection should react to the raised island and the curb on their right side. The new trail on the north side at this location with a five foot berm behind the curb will add to the urban feel. With the second westbound island at Diamond Drive, the current wide open feel to the road should be greatly diminished.

There is a median island on Vine Street on both sides of Wisconsin Street. It would be desirable to have a median somewhere between Grandview Drive and Wisconsin Street, such as at Spruce Street, which would require more widening, or in an existing painted median section.

Figure 8 shows a general concept of Vine Street from Carmichael Road to Wisconsin Street with the inclusion of median islands and several locations.

## 5.2 Crosswalks, pedestrian ramps and landing areas

The discussion of individual intersections pointed out concerns with existing pedestrian facilities. The crosswalks and ramps should be adjusted as recommended and all made ADA compliant. The recently completed sidewalk and trail inventory suggested all facilities along corridors or sections of streets could be upgraded as a package and Vine Street could be a good example.

## 5.3 Diamond Drive

The existing Rectangular Rapid Flashing Beacons at the intersection are providing very noticeable warnings to drivers that pedestrians are present. They should be retained and work in conjunction with the raised medians.

While pedestrian bridges and underpasses would eliminate conflicts, the significant added walking distance and the availability of gaps in traffic are likely to cause many pedestrians to cross at grade without the benefit of a median or RRFB. Pedestrians are also less likely to be expected by drivers with a crossing structure in place.

## 5.4 Traffic Controls

A traffic signal at Wisconsin Street will improve pedestrian safety and gain better motorist compliance than the existing all way stop control.

The all way stop control at Grandview Drive seems to be working satisfactorily and could be improved with the raised median island.

The Diamond Drive traffic and pedestrian volumes are well below the numbers recommended for a traffic signal or all way stop, and the median and RRFB will provide pedestrian crossing assistance.

## 5.5 Non-Physical items

With the increasing number of pedestrians and bikers and the extension of pedestrian/bicycle facilities in Hudson, the city may want to consider educational efforts directed at drivers, pedestrians and bikers, such as St Paul and other communities have been doing.

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## Figures

Figure 1 – Diamond Drive: August Pedestrian /Bike Counts

Figure 2 – Diamond Drive: October Pedestrian/Bike Counts

Figure 3 – Diamond Drive: Bridge/Underpass General Concept

Figure 4 – Diamond Drive: Crosswalks

Figure 5 – Grandview Drive: Crosswalks

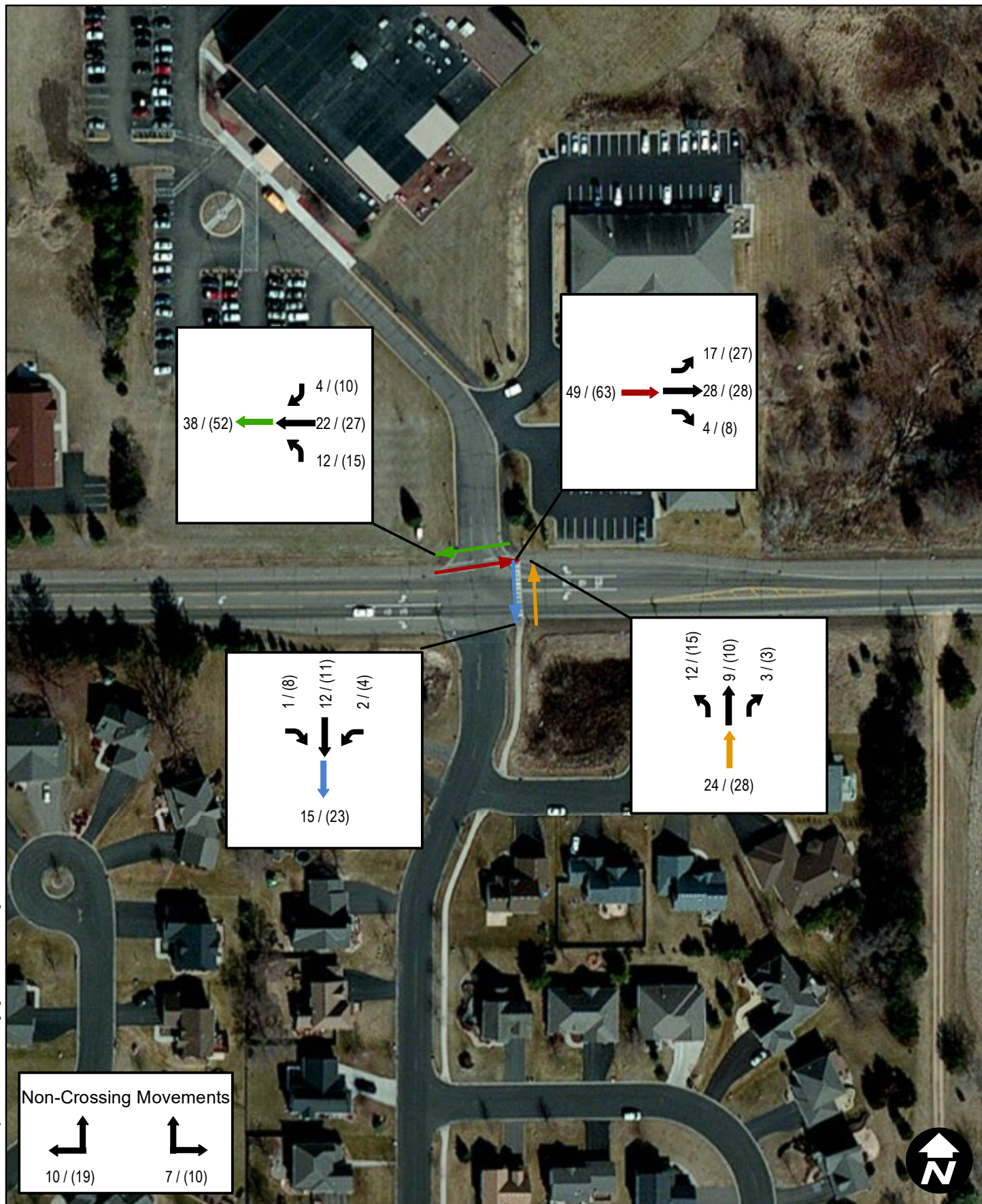
Figure 6 – Spruce Street: Crosswalks


Figure 7 – First Presbyterian Church Entrance: Crosswalk

Figure 8 – Vine Street: Median Concept

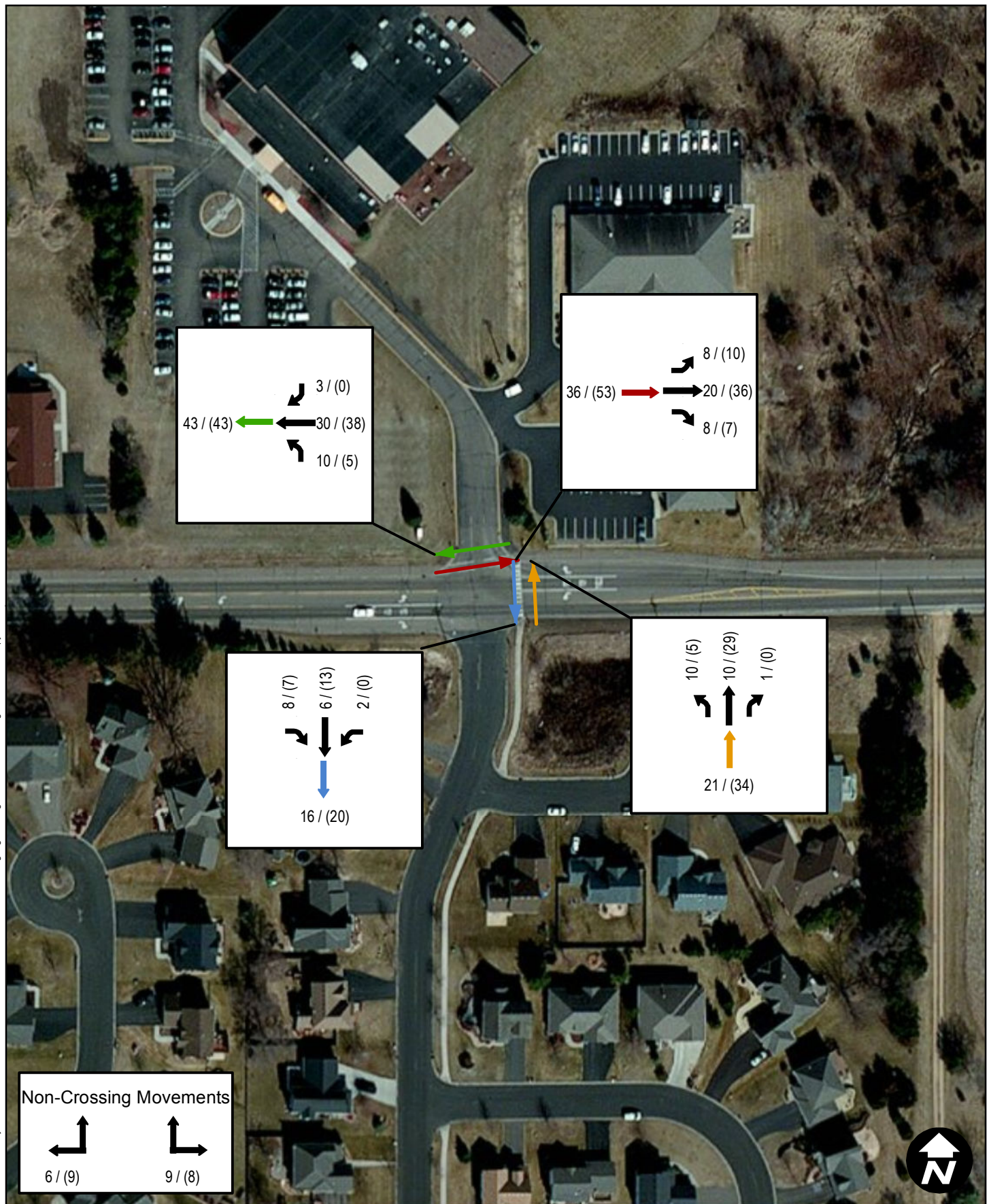
Figure 9 – Vine Street: Diamond Drive and Bella Rose Median Concept





	<p>16-Hour (6am-10pm) Ped/Bike Total</p> <p>— Wednesday 8-7-19 XX / (XX) — Thursday 8-8-19</p>	<p>Project: 145432 Print Date: 9/13/2019</p> <p>Map by: IJohnson Projection: WGS 1984 Source: ESRI Online</p>	<p><b>VINE ST AT DIAMOND DR</b></p> <p>August Pedestrian/Bike Counts</p> <p>Hudson, WI</p>	<p>Figure 1</p>
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16-Hour (6am-10pm)  
Ped/Bike Total  
— Wednesday 10-9-19  
XX / (XX) — Tuesday 10-8-19

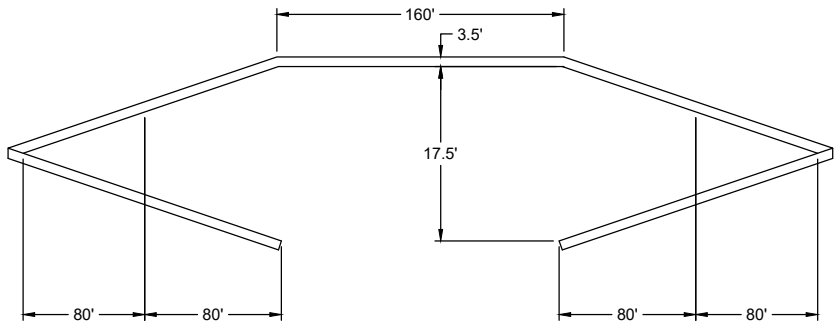
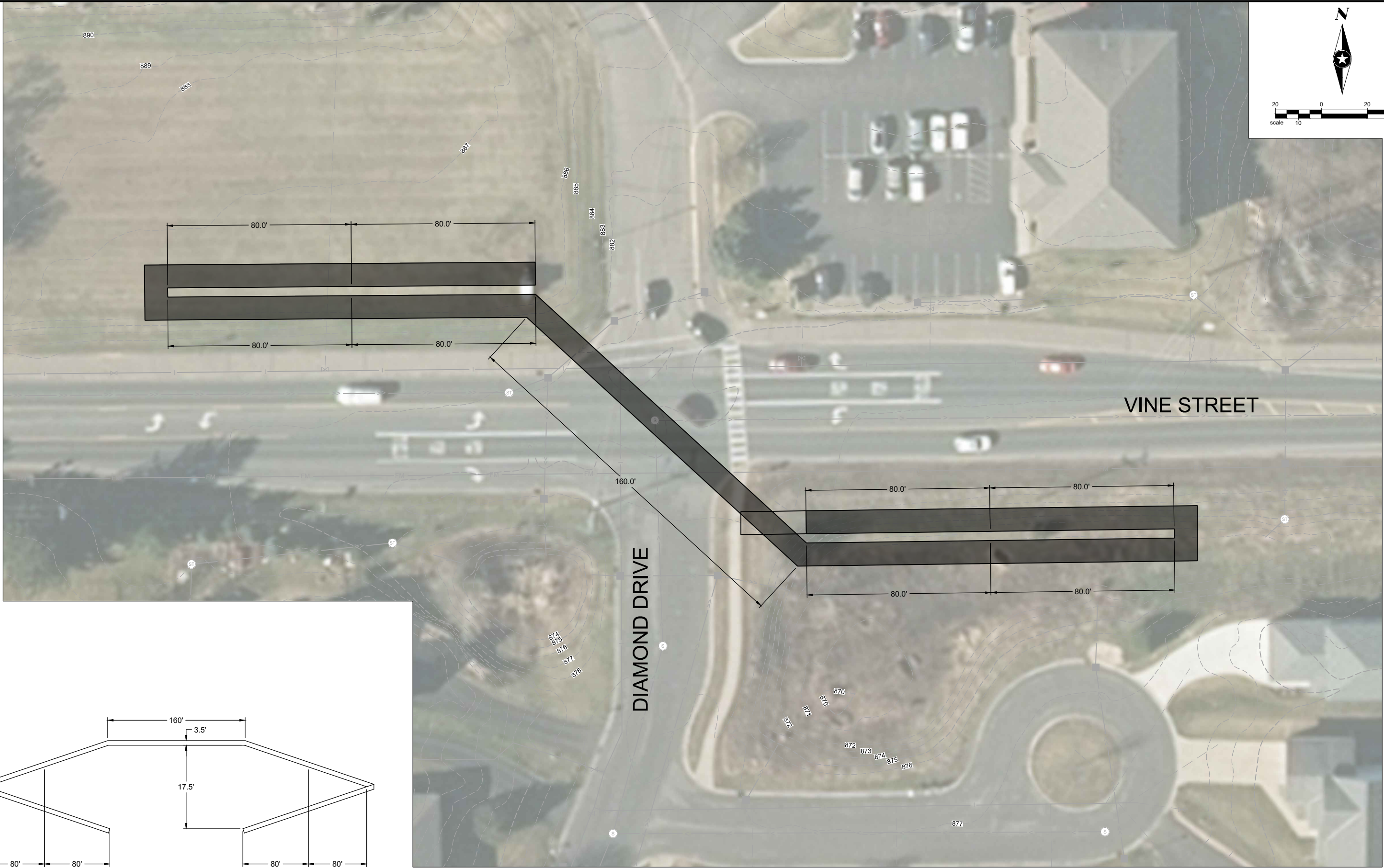
Project: 145432  
Print Date: 10/31/2019  
Map by: jdanibas  
Projection: WGS 1984  
Source: ESRI Online

**VINE ST AT DIAMOND DR**  
October Pedestrian/Bike Counts  
Hudson, WI

Figure  
2




Save: 1/15/2019 11:15 AM theastings Plot: 11/26/2019 8:44 AM Usehnr.ctb sehinc.com\Projects\F\H\Hudson\1522275-final-dsgn\51-drawings\10-Civil\cast\dwg\sheet\Hudson\152227pp.dwg



PEDESTRIAN CROSSING PROFILE  
(N.T.S.)

VINE STREET

DRAWN BY:	TJH				
DESIGNER:	JJ				
CHECKED BY:	TJH				
DESIGN TEAM	NO.	BY	DATE	REVISIONS	



PHONE: 715.246.9906  
156 HIGH STREET, SUITE 300  
NEW RICHMOND, WI 54017  
www.sehinc.com

HUDSON, WISCONSIN

SITE LAYOUT  
VINE STREET PEDESTRIAN CROSSING

FILE NO. HUDSO 152227
DATE 11/26/2019

FIGURE  
3

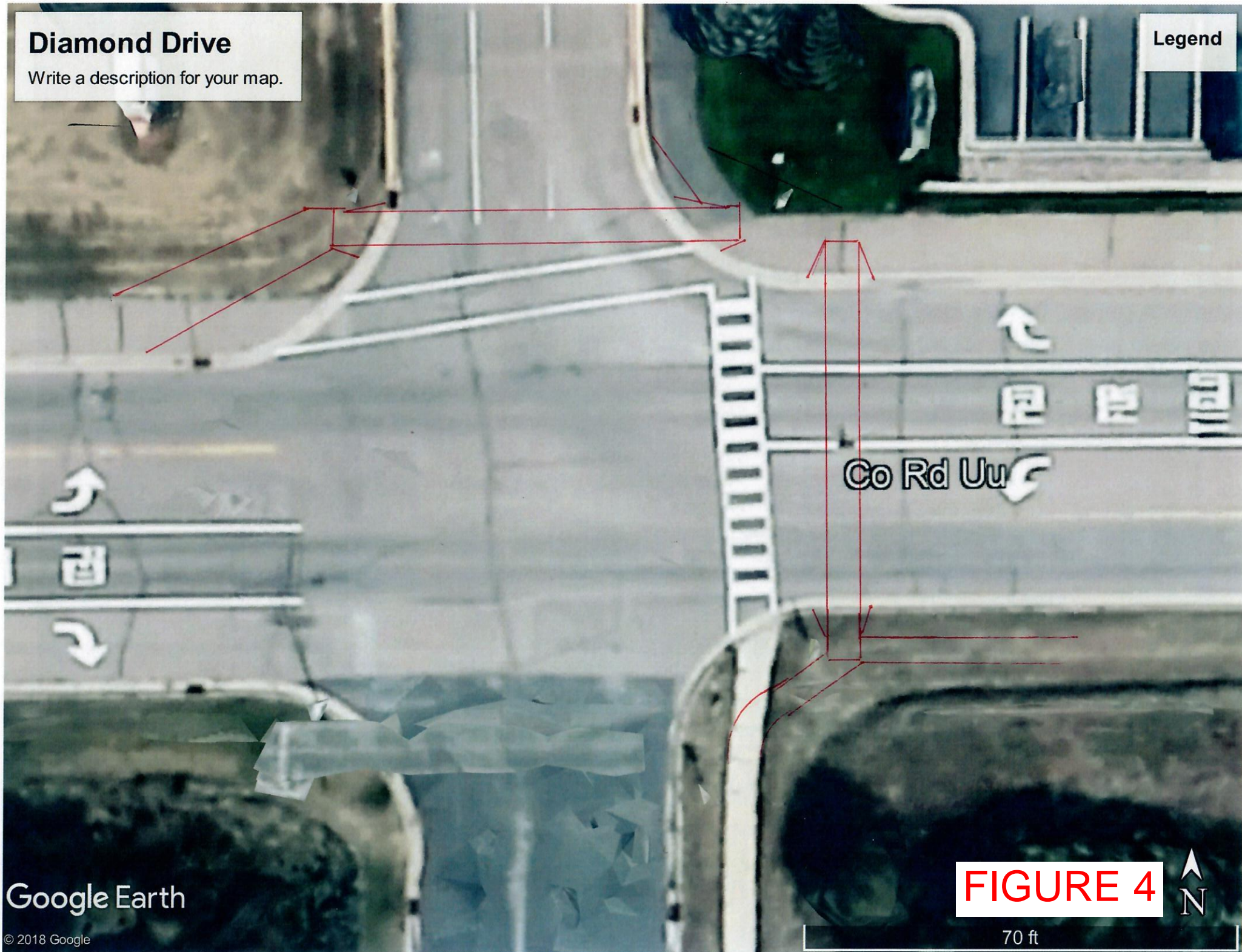




# Diamond Drive

Write a description for your map.

Legend



Google Earth

© 2018 Google

FIGURE 4



70 ft



# Grandview Drive

Write a description for your map.

Legend

Co Rd Uu

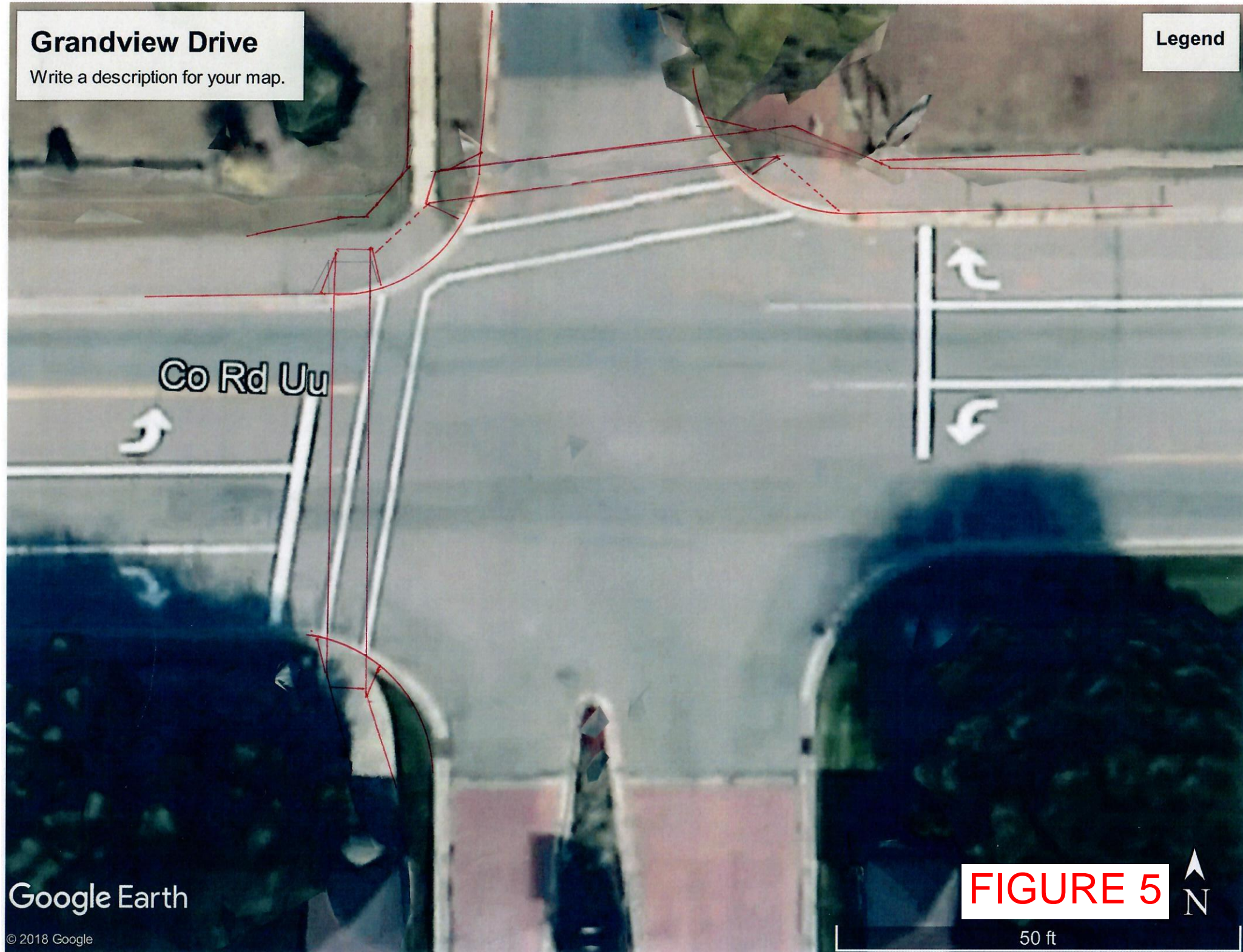
Google Earth

© 2018 Google

FIGURE 5



50 ft

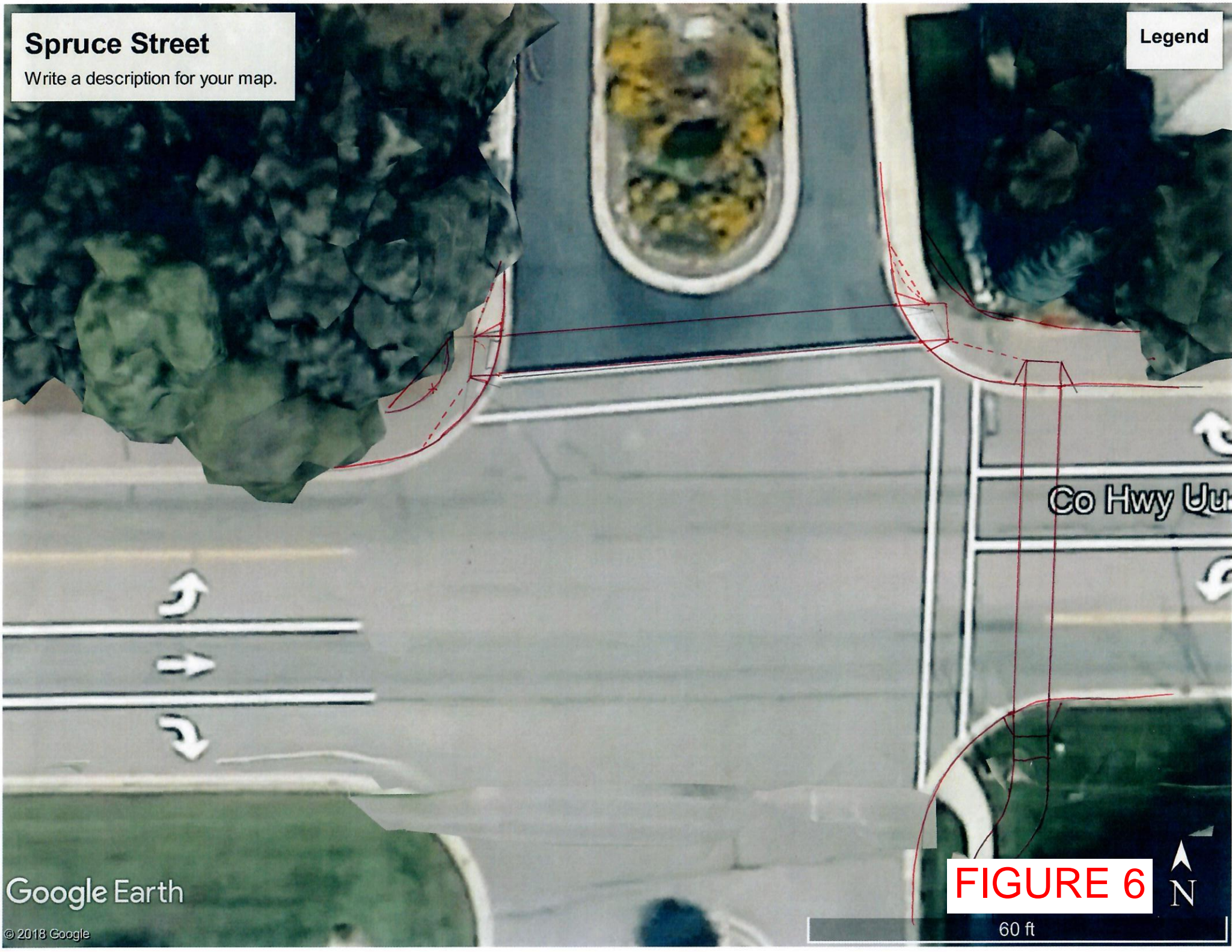




# Spruce Street

Write a description for your map.

Legend



Co Hwy

Google Earth

© 2018 Google

**FIGURE 6**



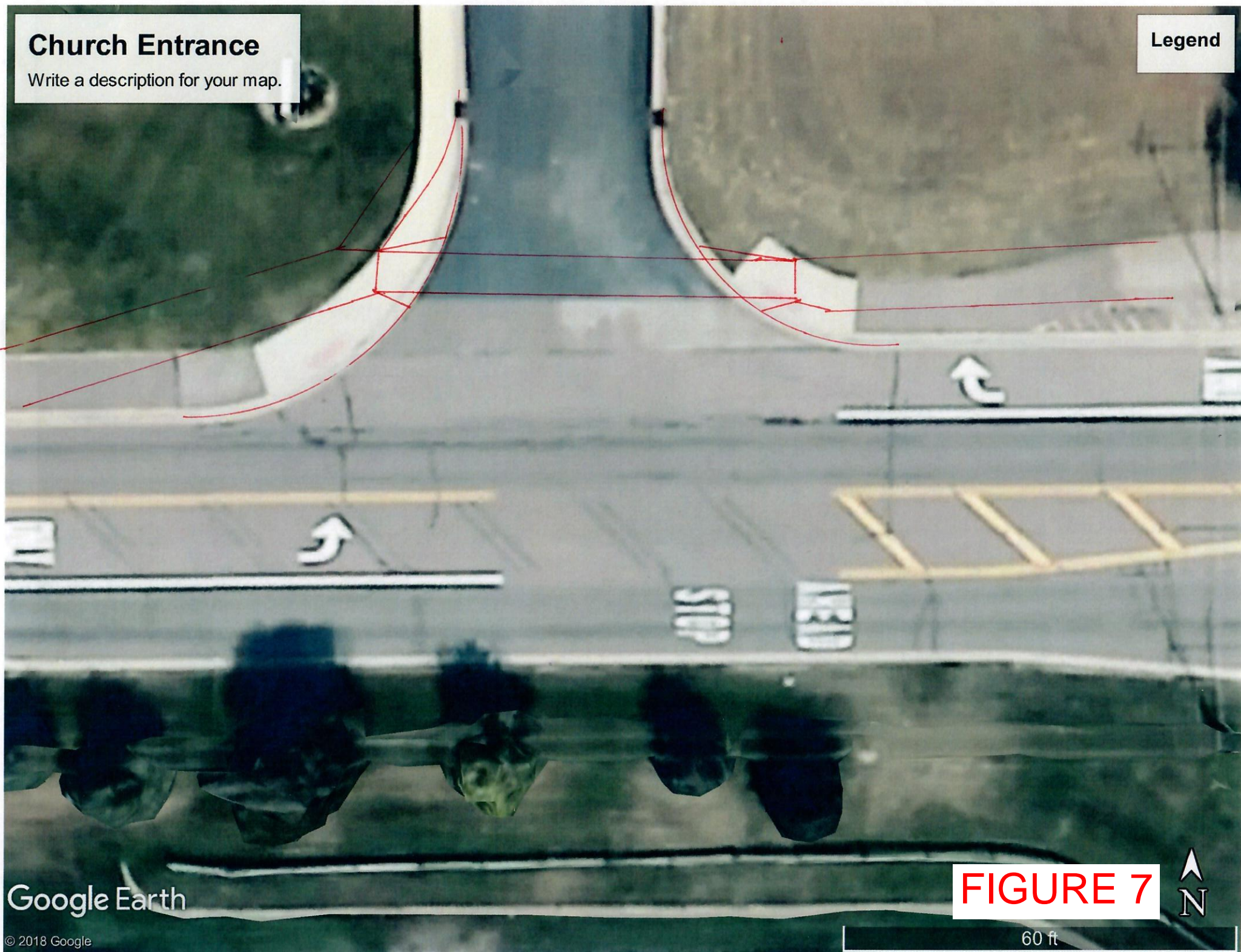
60 ft



## Church Entrance

Write a description for your map.

Legend



Google Earth

© 2018 Google

FIGURE 7



60 ft



Save: 1/26/2019 11:07 AM thasings Plot: 12/2/2019 9:01 AM lsehnrcst.sehinc.com\Projects\F\H\Hudson\152227\5-final-dsgn\51-drawings\10-Civil\cast\dwg\sheet\Hudson\152227.dwg



VINE STREET

DRAWN BY:	TJH				
DESIGNER:	GVW				
CHECKED BY:	TJH				
DESIGN TEAM	NO.	BY	DATE	REVISIONS	



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HUDSON, WISCONSIN

MEDIAN CONCEPT  
VINE STREET PEDESTRIAN CROSSING

FILE NO.
HUDSO 152227
DATE
12/2/2019

FIGURE  
8



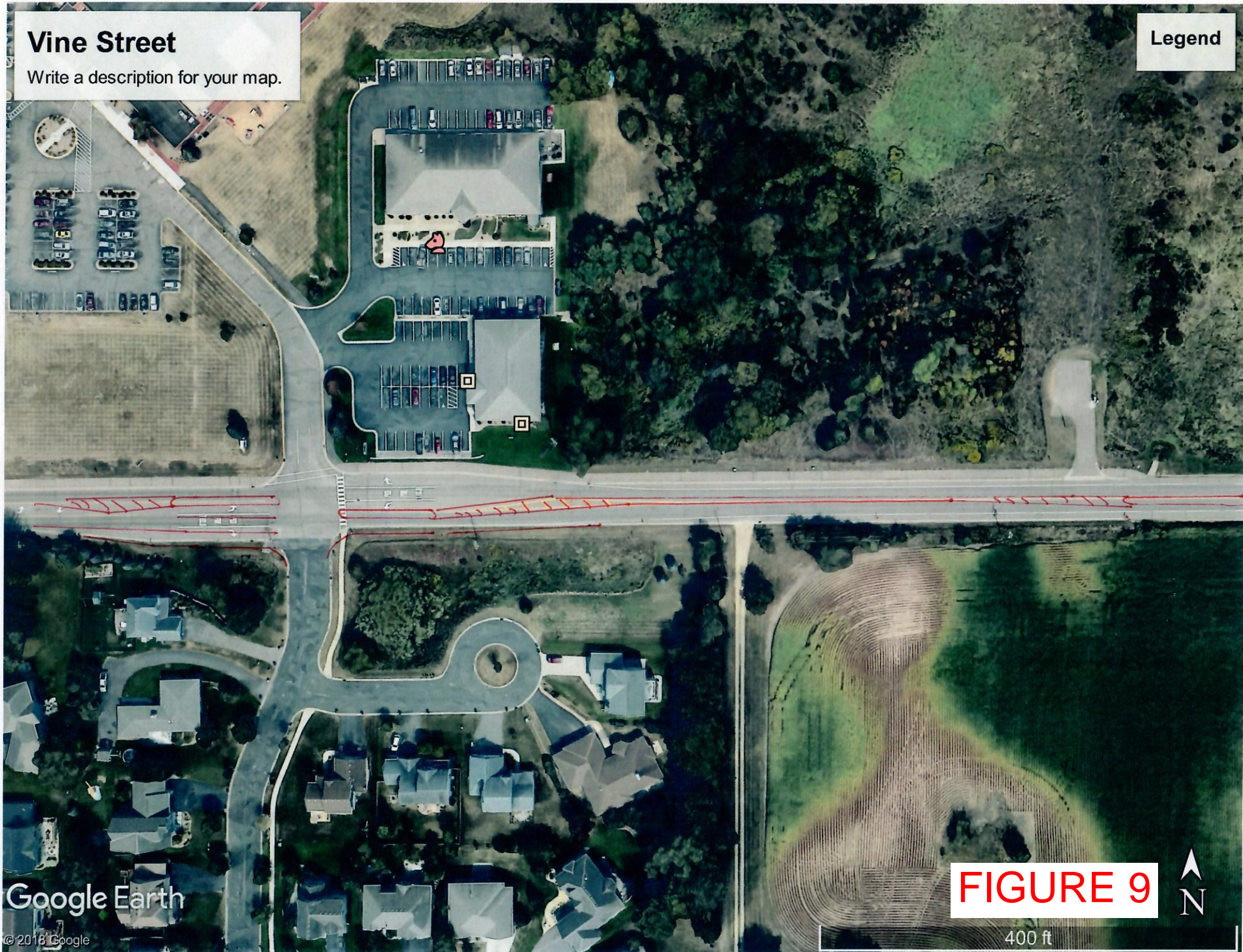




# Vine Street

Write a description for your map.

Legend



Google Earth

© 2018 Google

FIGURE 9



400 ft











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## CITY OF HUDSON COUNCIL/COMMITTEE ISSUES

Item # 8

**Submitted to:** Public Safety Committee

**Date:** 11-04-2019

**Submitted by:** Chief Geoff Willems

**Regarding:** Policy adoption discussion

**ISSUE:** Several policies have been spoken of lately and an attempt to locate the policies uncovered the fact these policies have never been adopted by council. Two of these policies, pedestrian crossings and stop / yield sign policy, have been treated like policy, but have not been adopted by council as such. There should be discussion as to whether we want these items adopted as policy, or treated as guidelines. Both items are attached to this issue sheet.

- **Legal aspects:**
- **Budget Impact:**
- **Past History:**
- **Other Pertinent Data:** NHTSA already has a variety of guidelines.  
(attached)

**STAFF RECOMMENDATION:**

**COMMITTEE RECOMMENDATION:** MOTION by Hall, SECOND by Alms for staff to review the policies and made a recommendation. MOTION CARRIED.

# **PEDESTRIAN CROSSING FLAG POLICY**

(CC – September 22, 2008)

## **I. PURPOSE**

The purpose of this policy is to establish guidelines for the placement of Pedestrian Crossing Flags within the City of Hudson.

## **II. POLICY**

It is the policy of the City of Hudson to try and provide a safe and easy method for all citizens to use while crossing city streets without causing major disruptions to vehicle traffic.

## **III. PROCEDURE**

All requests for placement of pedestrian crossing flags will be sent to the Chief of Police, who will forward them to the Public Safety Committee to be reviewed. If possible requests should be given in writing to the Chief of Police explaining the location and the reason for the flags.

When a request is made, the Chief of Police will gather as much data as possible about the location to provide to the Committee. This data will include approximate volume of traffic on this roadway, possible number of pedestrians crossing at this location, the number of crashes at this location including the number of pedestrians involved, and any other pedestrian-assisting devices in the approximate area, such as other crossing flags, crossing lights, etc. near the location.

The Public Safety Committee will then review the request along with the data available. The Committee will look at all possible solutions to this request and will make a recommendation regarding it.

If the Public Safety Committee recommends placement of the flag system, it will also look at possible funding sources for the flags. Possible funding could include the requestor paying for part or all of the installation of the flag system.

If a flag crossing system is approved by the Committee, it will be reviewed in 60 days and again after one year, to determine the effectiveness of the system at the location and the need for its continued use.

# **STOP & YIELD SIGN POLICY**

## **I. PURPOSE**

The purpose of this policy is to establish guidelines for the installation of STOP and YIELD signs within the City of Hudson. According to the Manual on Uniform Control Devices for Streets and Highways (M.U.T.C.D), STOP and YIELD sign(s) are for the purpose of assigning the right-of-way at intersections.

## **II. POLICY**

It is the policy of the City of Hudson to install STOP and YIELD signs on city streets to promote the safe, efficient, and orderly movement of vehicles throughout the city while preserving the existing residential neighborhoods and providing safe and accessible means for pedestrian movement adjacent to and across city streets.

## **III. PROCEDURE**

All requests for placement of STOP and Yield signs will be sent to the Chief of Police, who will forward them to the Public Safety Committee to be reviewed. If possible requests should be given in writing to the Chief of Police explaining the location and the reason for the signs.

When a request is made the Chief of Police will gather as much data as possible about this location to provide to the committee. This data will include approximate volume of traffic at this location, possible number of pedestrians crossing at this location, the number of crashes at this location, including the number of pedestrian involved accidents.

The Public Safety Committee will then review the request along with the data available. The committee will look at all possible solutions to this request and will make a recommendation regarding installing the signs.

The following guidelines shall be considered when evaluating the placement of a STOP or YIELD signs on any City of Hudson street. In general, the City of Hudson places signs of all types in accordance with the recommendations of the M.U.T.C.D. published by the U.S Department of Transportation. This policy includes the general M.U.T.C.D. recommendations and supplements them with more specific guidelines directed to situations that might arise in the City of Hudson.

# **STOP & YIELD SIGN POLICY**

## STOP SIGNS

STOP sign(s) may be warranted at an intersection where one or more of the following conditions exist:

## STOP SIGNS

1. Intersection of less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law.
2. Intersection of a minor street entering a through highway or street.
3. Unsignalized intersection in a signalized area.
4. Intersection where a combination of high speed, restricted sight distance, and serious accident record indicates a need for control by a STOP sign(s).
5. Intersection which intercepts identified pedestrian routes(s) carrying significant pedestrian traffic.
6. Where the interest of public safety dictates.
7. Intersection adjacent to facilities such as parks, pools, schools or other facilities which significantly increase and concentrate pedestrian and vehicular traffic in a localized area.

STOP sign installation will normally not be recommended in the following situations.

1. At mid-block locations
2. Solely for the purpose of controlling vehicular speed.
3. At locations where a STOP sign would create a high likelihood of rear-end collisions.
4. On major arterials or thoroughfares.
5. At locations where YIELD sign(s) will provide adequate control without requiring full stops.

STOP sign installations will be evaluated by City of Hudson engineering staff and judged in accordance with these guidelines and those of the M.U.T.C.D. Evaluations will consider alternatives to STOP sign installations which may include Improvement of sight distance, YIELD sign, etc. Completed evaluations will be given to the City Council for their consideration.

# **STOP & YIELD SIGN POLICY**

## YIELD SIGNS

YIELD sign(s) may be used instead of STOP sign(s) if engineering judgment indicates that one or more of the following conditions exists:

1. When the ability to sell all potentially conflicting traffic is sufficient to allow a road user traveling at the posted speed, or the statutory speed to pass through the intersection or to stop in a reasonably safe manner.
2. If controlling a merge-type movement on the entering roadway where acceleration geometry and/or sight distance is not adequate for merging traffic operation.
3. An intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.

When a request for a STOP/YIELD sign has been made, it will be forwarded to the Chief of Police for review, data collection, and any other pertinent information to be gathered. This request and information will then be forwarded to the Public Safety Committee for review and consideration.

Approved STOP/YIELD signs will be reevaluated by the Public Safety Committee after the first 60 days to see how effective the new sign placement is working.